



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Pennsylvania State Office
The Wanamaker Building
100 Penn Square East
Philadelphia, Pennsylvania 19107-3380
<http://www.hud.gov/cts/ctshome.html>

THIS PROCUREMENT IS A 100% SMALL BUSINESS SET-ASIDE

July 3, 1997

Dear Prospective Offeror:

The attached Request For Proposals (RFP) R-PHI-00015 represents HUD's requirement for a Real Estate Asset Manager (REAM) to provide management and related services for single family properties which are owned by, or in the custody of, HUD in the following five geographic areas: (1) Delaware County; (2) Montgomery and Chester Counties; (3) Lehigh and Northampton Counties; (4) Dauphin and Cumberland Counties; and (5) York County.

The solicitation consists of four parts. Parts I, II and III will constitute the contract document anticipated as being awarded as a result of this solicitation. Part IV contains instructions and forms for the submission of a proposal: Section K provides the representations and certifications to be completed and submitted with a proposal; Section L provides instructions concerning the submission and content of a proposal; and Section M describes the basis for proposal evaluation and contract award. (Note that in Section M it is stated that HUD intends to award without discussions.)

If you wish to compete for this contract, you need to submit a proposal in accordance with Section L of the solicitation. Your proposal must be submitted to the address specified in Block 7 of the attached SF-33 and be received by the deadline set forth in Block 9 of the SF-33. HUD shall not accept proposals via facsimile machine.

There will not be a pre-proposal conference for this procurement. Questions concerning the duties and responsibilities outlined in the attached solicitation must be submitted in writing, to the attention of Linda Higgins of this office, no later than Wednesday, July 16, 1997. (Questions may be submitted via facsimile machine at (215)656-3453.) Any questions submitted will be responded to in writing through an amendment to the solicitation that will be issued on or before Tuesday, July 22, 1997.

For those who have previously submitted proposals for these services in the past, please note that there have been changes made to the statement of work and the evaluation factors. It is the responsibility of the offeror to review this entire package to ensure that he/she becomes familiar with the requirements contained therein.

For your information, the following are the current unit prices being paid under existing contracts for these services for each Area covered by this solicitation:

	<u>Area 1</u>	<u>Area 2</u>	<u>Area 3</u>	<u>Area 4 & 5</u>
HUD-Owned:	\$1,150	\$1,100	\$1,490	\$1,210
Vacant Lot:	\$ 250	\$ 300	\$ 150	\$ 200
Custodial:	\$ 60/Mo	\$ 65/Mo	\$ 45/Mo	\$ 60/Mo

Offeror Alert: If you have obtained this solicitation from a source other than HUD, or if you have downloaded it from HUD's Internet Home Page, you will **not** automatically receive any amendments to this solicitation. Periodically, please check HUD's home page to see if there are any amendments.

Please Note: Not all of the attachments listed in this solicitation are included. To have a copy of the missing attachments **mailed** to you please contact Donna Gonzales at 215-656-0674 extension 3299.

If you have any questions concerning the solicitation that are not related to the duties and responsibilities outlined in the RFP, please contact Linda Higgins, Contract Specialist, at (215)656-0674, extension 3336.

Sincerely,

Maureen Musilli
Contracting Officer

Attachment

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE 1 OF 85 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. R-PHI-00015		4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) <input checked="" type="checkbox"/> X		5. DATE ISSUED 7/3/97	
7. ISSUED BY U.S. Department of Housing and Urban Development ASC-1, Pennsylvania State Office, Contracting Division, The Wanamaker Building 100 Penn Square East, Philadelphia, PA 19107				8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid, solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in **original** and 3 copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Reception area, 12th Floor (See Item 7) until 4:30 pm local time 8/5/97
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.

All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Linda Higgins, Contract Specialist	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (215) 656-0674, ext 3336
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15 C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (if other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official notice.

NSN 7540-01-152-8064

PREVIOUS EDITION NOT USABLE

33-132

STANDARD FORM 33 (Rev 4-85)
Prescribed by GSA FAR (48 CFR) 53.214(c)

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

SERVICES: This contract is for a Real Estate Asset Manager (REAM) to provide management and related services for single family (one to four units) properties which are owned by, or in the custody of, HUD under the jurisdiction of the Single Family Real Estate Owned Branch of the Pennsylvania State Office. The intent of this contract is for the contractor to prepare HUD properties for sale in an expeditious manner and maintain them in a saleable condition until sold. The five specific geographic areas covered by this solicitation are:

<u>Area 1:</u>	Delaware County	<u>Area 4:</u>	Dauphin & Cumberland Cos.
<u>Area 2:</u>	Montgomery & Chester Cos.	<u>Area 5:</u>	York County
<u>Area 3:</u>	Lehigh & Northampton Cos.		

MINIMUM/MAXIMUM QUANTITY: As referred to in paragraph (b) of FAR clause 52.216-22, Indefinite Quantity, the contract minimum is 10% of the contract base year amount worth of services at the contract unit price. The Government does not guarantee a maximum quantity; however, the maximum under this contract is represented by the total estimated quantity per year.

PROPERTY CATEGORIES

HUD-OWNED PROPERTIES ASSIGNED: For services required as specified in Section C, the unit price per property reflected in the Compensation Schedule is payable in two (2) installments: thirty (30%) percent will be paid at the time HUD lists (advertises) the property for sale; and the remaining seventy (70%) percent will be paid when the sale closes.

NOTE 1: A current listing of HUD-owned properties is included as Attachment A (Section J). At the time of contract award, the successful offeror will be provided with an updated inventory list which will denote those properties not yet listed for sale and for which the Contractor can earn the full compensation as specified above, and those which are already listed for sale. Payment for the latter group is limited to seventy (70%) percent of the amount specified in the Compensation Schedule.

NOTE 2: When a property is leased to governmental bodies or non-profit organizations, the Contractor's total compensation for these properties will be the first installment (i.e. thirty (30%) percent of the fee set forth in the Compensation Schedule for HUD-Owned), payable at the time the lease is executed.

VACANT LOTS: For services required as specified in Section C, the unit price per vacant lot reflected in the Compensation Schedule is payable in two (2) installments: thirty (30%) percent will be paid at the time HUD lists (advertises) the property for sale; and the remaining seventy (70%) percent will be paid when the sale closes.

CUSTODIAL PROPERTIES ASSIGNED: For services required as specified in Section C, the amount payable is per month, per property and is payable monthly. It is estimated that a property will be under the management of the REAM for an average of eighteen (18) months.

RENTAL PROPERTIES: For services required as specified in Section C, the Contractor will be paid for the first month, an amount equal to one month's rent.

For each subsequent month, payment will be based on a percentage of the gross cash rental income collected by the Contractor as follows: ten (10%) percent from present tenants; and fifteen (15%) percent from former tenant accounts.

Payment for any service under this category is based only on actual rental collections made by the Contractor. Each amount is payable monthly by SAMS-1106, as directed by the GTR. The percentage amounts reflected above will remain the same for the base year and both option years.

COMPENSATION SCHEDULE

As full compensation for performance of all services outlined in the Statement of Work (Section C) for the appropriate category, the Contractor shall be paid the following firm fixed price(s) for each property assigned:

NOTE 1: The prices identified in the Compensation Schedule and the percentages for duties required on rental properties remain in effect for the life of this contract.

NOTE 2: Estimated quantities are provided for evaluation purposes only and shall not obligate HUD to any quantities other than the minimum stated in "Minimum/Maximum Quantity". Estimated quantities reflect the yearly amount of properties in each of the performance periods. Payment will only be made for actual quantities assigned at the unit prices specified.

AREA 1: DELAWARE COUNTY, PA

CATEGORY	YEAR	EST. QTY.	UNIT PRICE	TOTAL PRICE
HUD-OWNED	BASE YEAR:	200	\$	\$
	OPT YEAR 1:	200	\$	\$
	OPT YEAR 2:	200	\$	\$
VACANT LOTS	BASE YEAR:	1	\$	\$
	OPT YEAR 1:	1	\$	\$
	OPT YEAR 2:	1	\$	\$

CUSTODIAL	YEAR	Monthly Fee	Months	Est. Qty.	Total
	BASE	\$	x 12	20	\$
	OPTN 1	\$	x 12	20	\$
	OPTN 2	\$	x 12	20	\$

AREA 2: MONTGOMERY AND CHESTER COUNTIES, PA

CATEGORY	YEAR	EST. QTY.	UNIT PRICE	TOTAL PRICE
HUD-OWNED	BASE YEAR:	150	\$	\$
	OPT YEAR 1:	150	\$	\$
	OPT YEAR 2:	150	\$	\$
VACANT LOTS	BASE YEAR:	1	\$	\$
	OPT YEAR 1:	1	\$	\$
	OPT YEAR 2:	1	\$	\$

CUSTODIAL	YEAR	Monthly Fee	Months	Est. Qty.	Total
	BASE	\$	x 12	15	\$
	OPTN 1	\$	x 12	15	\$
	OPTN 2	\$	x 12	15	\$

AREA 3: LEHIGH AND NORTHAMPTON COUNTIES, PA

CATEGORY	YEAR	EST. QTY.	UNIT PRICE	TOTAL PRICE
HUD-OWNED	BASE YEAR:	200	\$	\$
	OPT YEAR 1:	200	\$	\$
	OPT YEAR 2:	200	\$	\$
VACANT LOTS	BASE YEAR:	1	\$	\$
	OPT YEAR 1:	1	\$	\$
	OPT YEAR 2:	1	\$	\$

CUSTODIAL	YEAR	Monthly Fee	Months	Estimated Quantity	Total
	BASE	\$	x 12	20	\$
	OPTN 1	\$	x 12	20	\$
	OPTN 2	\$	x 12	20	\$

AREA 4: DAUPHIN AND CUMBERLAND COUNTIES, PA

CATEGORY	YEAR	EST. QTY.	UNIT PRICE	TOTAL PRICE
HUD-OWNED	BASE YEAR:	60	\$	\$
	OPT YEAR 1:	60	\$	\$
	OPT YEAR 2:	60	\$	\$
VACANT LOTS	BASE YEAR:	1	\$	\$
	OPT YEAR 1:	1	\$	\$
	OPT YEAR 2:	1	\$	\$

CUSTODIAL	YEAR	Monthly Fee	Months	Estimated Quantity	Total
	BASE	\$	x 12	6	\$
	OPTN 1	\$	x 12	6	\$
	OPTN 2	\$	x 12	6	\$

AREA 5: YORK COUNTY, PA

CATEGORY	YEAR	EST. QTY.	UNIT PRICE	TOTAL PRICE
HUD-OWNED	BASE YEAR:	70	\$	\$
	OPT YEAR 1:	70	\$	\$
	OPT YEAR 2:	70	\$	\$
VACANT LOTS	BASE YEAR:	1	\$	\$
	OPT YEAR 1:	1	\$	\$
	OPT YEAR 2:	1	\$	\$

CUSTODIAL	YEAR	Monthly Fee	Months	Estimated Quantity	Total
	BASE	\$	x 12	7	\$
	OPTN 1	\$	x 12	7	\$
	OPTN 2	\$	x 12	7	\$

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SERVICE: This contract is to provide management and related services for single family (one to four unit) properties which are owned by, or in the custody of, the U.S. Department of Housing and Urban Development (HUD) under the jurisdiction of the Pennsylvania State Office located in Philadelphia, PA. The specific geographic area(s) covered under this contract are identified in Section B.

LIMITATION OF PROPERTY ASSIGNMENTS: HUD reserves the right to selectively assign properties in the geographic area or to administratively revise the geographic area in accordance with the changes clause of the contract, if such action is determined to be in the best interest of HUD. **HUD is under no obligation to assign properties exceeding the minimum quantity specified in Section B.**

CONTRACTOR RESPONSIBILITIES: The Contractor shall furnish any and all facilities, materials, supplies, equipment and labor necessary to perform the services outlined in the contract, specifically indicated in Section C, Statement of Work, and as supplemented and defined in greater detail by the Exhibits thereto. The services specified shall be provided as indicated within the number of days specified in the Statement of Work. Contractor shall note that the number of days referenced for each service shall be calendar days.

OTHER: In addition to the compensation provided in Section B, HUD shall provide, pay or contract directly for services (of single family properties in HUD's inventory) not included in the Statement of Work, Section C.

STATEMENT OF WORK

SERVICES TO BE PROVIDED BY THE CONTRACTOR CONTRACTOR'S EXPENSE

I. CONTRACT COMMENCEMENT - INITIAL ASSIGNMENT OF PROPERTIES IN INVENTORY:

Upon contract award, the Contractor shall be furnished with an updated listing of the properties being initially assigned under the contract as herein listed in Section J (Attachment A). The updated listing shall designate the "type" of property as being: **CS** - in the custody of HUD; **HV** - owned by HUD; **RT** - rental property; or **VL** - vacant lot.

The updated listing shall also reflect the "current status" code which will indicate the processing stage of the property (custodial properties are always coded at step 1):

- | | |
|------------------------------|--------------------------|
| 1 = Newly acquired/custodial | 6 = Property advertised |
| 2 = Appraisal done | 7 = Preliminary offer |
| 3 = Disposition Program | 8 = Sales offer accepted |
| 4 = Repairs Required | 9 = Sale closed |
| 5 = Property ready to list | 10 = Sale reconciled |

WITHIN 10 CALENDAR DAYS of the effective date of the contract, the Contractor shall perform an initial inspection of all properties that are not designated as "newly acquired" (the GTR will indicate which step 1 properties are "newly acquired" and which are "custodial"). The purpose of these initial inspections

is to ensure that: the HUD sign is posted; a HUD lock box was installed; a sign-in sheet was posted; the interior and exterior of the property is clean; and the lawn/shrubbery is neatly trimmed.

If the initial inspection reveals that any of the above items were not done, the Contractor shall be responsible for any and all corrective actions required under the duties outlined under Newly Assigned Properties, On-Going Services and the appropriate Exhibit(s) thereto. In addition, Contractor shall make note of any damage noted during this initial inspection and report such findings to the GTR.

For properties coded at step 1 and noted as "Newly Acquired/Assigned", the Contractor shall be required to perform complete and thorough initial inspections of all such properties in accordance with the instructions provided under "Newly Assigned Property" below and the appropriate Exhibit(s) thereto.

II. NEWLY ASSIGNED PROPERTY (SERVICES TO BE PROVIDED BY THE CONTRACTOR):

A. WITHIN 2 CALENDAR DAYS...

1. ...of property assignment, inspect newly assigned properties. Post HUD sign on the front exterior of the property in a conspicuous location. Post sign-in sheet in the interior next to the second floor bathroom door. Install HUD lock box. **(Applies to all newly acquired properties.)**

B. WITHIN 5 CALENDAR DAYS...

1. ...complete and submit an "Initial Inspection Report Package" (Attachment B, Section J) to the GTR. A complete inspection package consists of all of the following documents:

- HUD-9516-A, Initial Inspection Report;
- Supplement to the HUD-9516-A;
- Repair Report;
- Flood Plain and Airport Clearance Form; and
- Certification Of Inspection For Defective Paint Surfaces (See EXHIBIT 5).

NOTE: This service item is subject to the Liquidated Damages clause stated in Section F for late performance.

2. ...read water meter and report reading to appropriate municipal water authority and to the GTR on the HUD-9516-A. If meter is missing, request an estimated reading and note it on the HUD 9516-A.
3. ...coordinate with the HUD contract appraiser to ensure access can be gained to complete appraisal.
4. ...notify police, taxing authorities, utilities and, as necessary, homeowner/condominium associations of HUD's interest in the property. Secure name and mailing address of tax collector. Complete SAMS-1110 establishing a tax account (Section J - Attachment M). Secure copies of homeowner/condominium association documents (articles and bylaws, etc.) to be kept in the individual property file. (Contractor shall provide such documents to the purchaser/purchaser's broker at the time of sale.)
5. ...ensure that grass and shrubbery are cut/trimmed in a professional

manner and clippings are properly removed. Snow and ice must be removed from walkways and sidewalks in accordance with local code requirements. (See EXHIBIT 6)

6. ...ensure that the property is secure to prevent unauthorized entry and damage by the elements. **Security does not mean boarding.** (See EXHIBIT 4)
7. ...regardless of the amount, remove and properly dispose of interior and exterior trash and debris. Leave property broom clean. (See EXHIBIT 2)
8. ...where a property is conveyed occupied, determine fair market rent, execute month-to-month lease using lease forms provided by the GTR with one month rent payable in advance. Ensure property is for residential use only by lessee or lessee's immediate family. (See EXHIBIT 1)
9. ...of discovery of need, have property exterminated (fleas, roaches, rodents, ants, etc.); thereafter, as needed (infrequent).
10. ...of request by GTR, determine need for repairs, prepare specifications, solicit bids for repairs and notify the GTR of results. (See EXHIBIT 9)
11. ...establish an individual file for each property. The file shall contain copies of the Initial Inspection Report Package, correspondence, repair estimates, work orders, solicitations for repair, leases, cash receipts, association articles/bylaws, etc. Maintain file current throughout period of contract.

III. ON-GOING SERVICES TO BE PROVIDED BY THE CONTRACTOR:

A. WITHIN 24 HOURS...

1. ...of notification, investigate tenant or neighbor complaints requiring immediate action (emergency situations), and report findings and recommendations to GTR (infrequent).

B. WITHIN 2 CALENDAR DAYS...

1. ...of notification by repair contractor, inspect completed repairs to ensure acceptable completion. Prepare and submit final inspection report to the GTR. (See EXHIBIT 9)
2. ...of notification by HUD, post "For Sale" sign.
3. ...of receipt, investigate complaints (non-emergency) associated with properties assigned and report findings to GTR.
4. ...of discovery, report to GTR damage caused by fire, windstorm, vandalism, flood, or other causes. When the damage is caused by fire, order Fire Marshall report and provide to the GTR.
5. ...of receipt, deposit all rental collections, late fees, or other funds received on behalf of HUD on the date of receipt, or next banking day. Complete HUD forms to establish rental accounts and

transmit funds to a HUD lock box. (See EXHIBIT 8) (Infrequent - approximately 1% of inventory is leased).

C. ON AN ON-GOING BASIS (SERVICES TO BE PROVIDED BY THE CONTRACTOR):

1. After initial inspection, **every 14 calendar days**, routinely inspect properties and document findings on inspection form HUD-9519 or 9519-A (Section J - Attachments D and E). Ensure inventory is maintained and secure, free of safety and health hazards, and clean.
2. During routine inspections, pick up junk mail at property and properly dispose of interior and exterior trash and debris.
3. Provide appropriate assistance to all interested parties regarding properties available for sale.
4. Provide assistance to contractors completing applications or forms to perform work for HUD. (See EXHIBIT 9)
5. Perform initial cutting. During regular mowing season, (April 1 - October 31), maintain all properties at a grass/weed height of 2 inches. (See EXHIBIT 6)
6. After property assignment, and prior to closing, prepare specifications, solicit bids (applies to properties built prior to 1978) and arrange for the removal of all flaking, scaling and peeling paint from the interior and exterior of the property. (See EXHIBIT 5)
7. For properties where HUD receives a report of known lead-based paint in the property, the GTR will provide a copy of such a report to the Contractor. The Contractor shall be responsible for ensuring that copies of the lead based paint report are available for prospective buyers by maintaining a supply of copies near the sign-in sheet.

IV. CUSTODIAL PROPERTIES (SERVICES TO BE PROVIDED BY THE CONTRACTOR):

A custodial property is one where HUD is the mortgagee, not the owner of record. Title remains vested in the name of the mortgagor. Custodial properties are those that have been abandoned by the mortgagor. Most are in some stage of foreclosure and it is HUD's responsibility to **protect** the property until foreclosure is concluded and title is acquired by HUD. These properties represent a security to HUD for claims it has paid.

Since HUD does not own the properties, HUD is prohibited from removing what may otherwise be considered debris from the interior. Spending is restricted to security, regular exterior maintenance (grass mowing, trimming, snow removal), and emergency repairs affecting public safety and health, or the structural integrity of the property (roof leak). Custodial properties are not for sale and unauthorized access is strictly prohibited.

Custodial properties are treated the same as other assigned properties with the following exceptions:

1. Only perishables that could result in insect or rodent infestation may be removed from the interior of the property. All other furnishings, appliances, clothing, trash, etc., are considered personal, and shall not

be removed from the property without HUD's written permission.

2. All expenditures, regardless of dollar value, outside of routine grounds maintenance, infestation treatment or security, must be approved by the GTR and shall be at HUD's expense.
3. Defective paint is not treated.

ALL OTHER VACANT PROPERTY REQUIREMENTS DETAILED IN THE STATEMENT OF WORK APPLY TO CUSTODIAL PROPERTIES.

SERVICES TO BE PROVIDED BY THE CONTRACTOR
HUD'S EXPENSE

A. WITHIN 24 HOURS...

1. ...of discovery and thereafter, identify emergency safety/health conditions, or violation/code notices issued by the cities/townships, and take appropriate action. (See EXHIBIT 7) (Infrequent)

B. WITHIN 5 CALENDAR DAYS...

1. ...of authorization by the GTR, winterize operating systems and equipment (infrequent - properties are generally conveyed to HUD winterized).
2. ...of authorization by the GTR, order termite and other wood destroying insect inspections and provide the GTR with results (infrequent). If treatment is required, Contractor shall obtain service in accordance with EXHIBITS 7 and 9.
3. ...of property assignment, where there is an indication of a wet basement as evidenced by a sump pump well, ensure the pump is working or install a pump in existing well. Also ensure that electricity is activated (infrequent).
4. ...of request by the GTR, arrange for the eviction of tenant or adverse occupant. HUD will pay reasonable and customary legal and other fees associated with the eviction process (see Section G, Reimbursement of Legal Expenses) (Infrequent).
5. ...of request by the GTR, solicit for additional repairs not covered above. The purpose of such repairs may be to make the property eligible for FHA mortgage insurance, or to make it more marketable (Infrequent). (See EXHIBITS 7 & 9)

E X H I B I T S

EXHIBIT 1. OCCUPIED CONVEYANCE

Under specific circumstances, HUD may accept a foreclosure occupied. The Contractor shall perform inspections related to the occupied conveyance process within **ten (10) calendar days** of assignment by HUD. Duties in this regard may include one or more of the following:

- A. Determine if occupancy of the property is essential to protect it from vandalism. In making this determination, the Contractor shall consider evidence of vandalism in the immediate neighborhood in which the property is located, the condition of the subject property, neighboring properties, and other factors that may be applicable.
- B. Perform a physical inspection of the property and obtain information from the occupant necessary to determine: (1) the habitability of the property; (2) the need for and cost of repairs; (3) the property's fair

market rental; and (4) the occupant's financial capacity to pay rent. Complete the Habitability Inspection Form and the Supplement (Attachment F - Section J) and submit to the GTR.

- C. Upon notification by the GTR, execute a month-to-month lease using lease forms provided by the GTR, with rent being payable monthly in advance. Assure that rental property is for residential use only by lessee or lessee's immediate family. As directed by the GTR, the Contractor shall be responsible for:
1. obtaining lessee's signature on a Hold Harmless Agreement;
 2. obtaining lessee's signature on a Temporary Relocation Agreement;
 3. providing lessee with a copy of the "Watch Out for Lead-Based Paint Hazard" notice; and
 4. providing lessee with a letter offering first right of refusal for purchase (except if occupant is the former owner).

Contractor shall forward all completed/signed documents to the GTR.

- D. Tenant information. Upon execution of a lease, provide the GTR with tenant information using SAMS-1101, Define Lease/Lessee (Attachment I - Section J).

EXHIBIT 2. DEBRIS AND TRASH REMOVAL

Within **five (5) calendar days** of assignment of a new property, the Contractor shall complete the following, and maintain thereafter, regardless of subsequent accumulation of debris (**contractor's expense**).

- A. Regardless of the amount, remove all trash and debris from the interior and exterior of all HUD-owned properties and from within all structures on the property including such items as abandoned cars, tires, bricks, cinder blocks, barrels, firewood, wood, poles, play-sets not attached, paint and oil cans, engines, etc.
- B. All trash and debris shall be removed from the premises to an acceptable trash dumping area. Trash removal services provided to the neighborhood by the city or independent contractors are not to be utilized to remove debris found on HUD properties.
- C. For "Custodial" properties, where HUD is the mortgagee and not the owner of record, the Contractor shall remove exterior debris only. With regard to the interior, perishable goods or other tangible substances/materials that could cause rodent or insect infestation (i.e. foodstuff from refrigerators, freezers, cupboards, cabinets and other storage areas) shall be removed and appliances cleaned. All other tangible items in the property are considered personal and must not be removed from the property without explicit approval from the GTR.

NOTE 1: Major appliances (e.g. washers, dryers) that appear to be in good working condition are NOT to be removed from the property. In addition, any "custom" window treatments within the property are not to be removed.

NOTE 2: Materials of a flammable, hazardous or environmentally destructive nature must be removed and disposed of in accordance with EPA guidelines and local codes and ordinances.

Contractor shall immediately notify the GTR if any unusual hazardous materials are found that would far exceed the normal range of costs associated with the handling of hazardous materials. Under certain circumstances, the GTR may authorize the removal of such unusual hazardous materials at HUD's expense. (Contractor must have prior written approval before expenses are incurred.) (Infrequent)

NOTE 3: Unhung screens, doors and storm windows, and packaged or new construction materials should be neatly stacked in a corner of the garage (first consideration) or house (last consideration).

EXHIBIT 3. CLEANING

It is the Department's objective to enhance the marketability of its inventory by thoroughly cleaning each property prior to listing. Special attention must be given to the kitchens and baths. Within **ten (10) calendar days** of notification by HUD of newly assigned HUD owned properties, the REAM will complete the following and maintain thereafter. Kitchen and baths must appear ready for use. **If, in the opinion of the Contractor, the property warrants an exception to this cleaning policy, the exception must be obtained from the HUD office.**

- A. The range, dishwasher and refrigerator (turn off and unplug the refrigerator and leave door propped open) must be washed with appropriate cleaning solution, rinsed with water and dried (both inside and out).
- B. All non-carpeted floors and stairways within the residence must be swept and wet-mopped. Vacuum all carpeted floors and stairways of residential structures, including basements. Other floors should be swept clean (i.e. garages, outlying buildings, storage sheds, decks, patios, etc.).
- C. Wash, rinse and dry all counter tops, cabinets and drawers (**INSIDE AND OUT**).
- D. Thoroughly wash and rinse all kitchen and bathroom sinks, toilets, tubs, showers and mirrors. All glass, including mirrors, will be cleaned with a commercial glass cleaner.
- E. During routine bi-weekly inspections, pick up and discard: junk mail, discarded newspapers, flyers, cans, etc., within property boundaries.

EXHIBIT 4. SECURING OF PROPERTY

The Contractor shall ensure that the property is secure to prevent unauthorized entry or damage from the elements. **Such security shall be at the Contractor's expense.** Securing a property does not mean boarding. **Unless the property is located in a high vandalism area,** security is defined as an operating front entrance door that can be locked or braced, rear and side exterior doors that can be locked or braced, locked windows, bilco type doors, etc.

MAXIMUM SECURITY - HIGH VANDALISM AREAS: Maximum security, or boarding, is to be used only as a last measure to protect a property. Boarding should be used only in areas of high vandalism, or when a property is damaged to the extent that boarding is the only feasible way to protect the Department's interests. When required, bolt boarding is the preferable means to maximumly secure properties. Use of nails or screws, including basement windows, to secure boards is

prohibited except when securing casement or other fixed type windows. Written justification must be supplied when a method other than bolt boarding is used. One-half (1/2) inch plywood is to be used with light holes cut in medium to large size boards. Boards are not to be pieced or overlap each other. Use 2" sheet rock screws every 6 inches. Boards are to be cut to fit within 3/4" of the opening. Do not overlap wood or cover side bricks. Windows above the first floor are not to be boarded.

EXHIBIT 5. INSPECTION FOR AND IDENTIFICATION OF DEFECTIVE PAINT

The procedures outlined below apply to all properties constructed prior to 1978. For each property constructed prior to 1978, the Contractor is required to perform a visual inspection for "defective paint surfaces." Defective paint surfaces are defined as follows:

A. Interior: Cracking, scaling, chipping, peeling or loose paint on any and all interior surfaces of the property.

B. Exterior: Cracking, scaling, chipping, peeling or loose paint on all exterior surfaces of the property, **regardless of height.**

Upon completion of the inspection, the Contractor must complete the Certification of Inspection for Defective Paint Surfaces (Attachment B - Section J). Any defective surfaces noted during this inspection must be identified on this form.

Treatment of Defective Paint Surfaces: The REAM shall arrange for the treatment of defective paint surfaces (**at the REAM's expense**). All defective paint surfaces must be scraped down and made tight prior to settlement. Treatment necessary to eliminate the hazards shall be accomplished by covering or removing defective paint surfaces. Paint removal is restricted to such methods as hand scraping, heat treatment or chemicals. **Machine sanding or use of open flame burning is prohibited.**

Inspection of Treatment of Defective Paint Surfaces: Upon completion of the treatment, the REAM must inspect the work. Upon determination that the treatment is satisfactory, the REAM shall complete the Certification Of Removal Of Defective Paint Surfaces (Attachment C - Section J) and forward it to the GTR.

EXHIBIT 6. LAWN AND GROUND MAINTENANCE

Within **five (5) calendar days** of the initial telephone or facsimile (fax) notification of the newly assigned properties, the REAM will complete the following and maintain thereafter:

A. Grounds Maintenance: The REAM will prune all low hanging branches and trim trees and shrubs which obstruct walkways, driveways, entrances, windows, or that make contact with power lines, roofs, gutters or walls of the house, garage, or any other building(s) on the property. The REAM will ensure the property maintains a reasonably manicured appearance. The REAM will edge all paved walks, paved driveways, and curbing using conventional edging equipment. Edging shall be performed to cut away grass that is overlapping paved areas to give the property a neat appearance.

B. Regular Mowing Services: During the regular mowing season (April 1 through October 31), the REAM will maintain all properties at a grass/weed height not greater than 2 inches. The entire property from boundary to boundary will be maintained, including alleyways and areas that the homeowner is normally required to maintain in accordance with local codes. The removal of cut grass from lawn

areas will not be required, provided mulching action of mower is fine enough so that cut grass does not detract from the appearance of the lawn. Grass and weeds shall be trimmed around foundations of buildings, bushes, trees, planting beds, and shall be flush with fences, driveways, sidewalks and other construction that would normally require trimming. Porches, sidewalks, drive-ways, and carports, which are paved shall be swept clean. Mowing service shall also be performed on the adjacent alleys. (PAVED refers to solid asphalt/masonry). All grass clippings and weeds shall be disposed of at an approved dumping station. Remove all debris including, but not limited to, rubbish, newspapers, flyers, cans, bricks, cinder blocks, barrels, firewood, wood, clothes, play sets not attached, poles, paint and oil cans, cars, tires, engines, etc., prior to mowing. Heavy equipment that might damage yard, house, grass or fences shall not be used.

C. Outside Regular Mowing Season: All items described in items A and B above shall be performed when violations of these standards exist and are discovered on the REAM's routine inspections of the properties.

D. Damage to the Work Site and Private Property: Damage caused by the REAM's employees or any subcontractor's activity shall be repaired **at the REAM's expense** and shall be replaced with materials consistent in quality and workmanship to match the existing work.

E. Citations: The REAM will be responsible for any citations issued to HUD because the lawn, snow and ground maintenance has not been performed from date of assignment to date of closing.

F. Snow and Ice Removal: The REAM shall remove snow and ice from walkways, steps and sidewalks in accordance with local code requirements. If no local requirements exist, remove snow/ice within 24 hours of a storm where accumulation exceeds one inch, or when conditions warrant, to protect the general public.

EXHIBIT 7. CONTRACTING

The REAM (**at HUD's expense**) shall engage contractors subject to the following purchasing authority limitations:

1. HAZARDS - NOT TO EXCEED \$500.00:

The Contractor shall correct all safety hazards up to a dollar limitation of \$500.00 within 24 hours of discovery. No prior approval is required. The Contractor's responsibility begins on the date of his/her first inspection of the property and continues until such time as the property is removed from inventory. Requests for payment to subcontractors shall be made through the submission of a SAMS-1106 (Attachment J - Section J) to the GTR, accompanied by the Contractor's invoice, a completed HUD-9519 (Attachment D - Section J) and a certification that the work was necessary, that the price paid was reasonable and that the work was completed satisfactorily. The Contractor shall seek and obtain the GTR's authorization for repairs other than hazard corrections (i.e., paint, carpet, roof, etc.).

2. REPAIRS - NON-HAZARDOUS CONDITIONS:

Minor Repairs - Not To Exceed \$500.00: Upon receipt of GTR's authorization, the Contractor may procure services up to \$500.00. Requests for payment to subcontractors shall be made through the submission of a SAMS-1106 to the GTR, accompanied by the Contractor's invoice, a completed HUD-9519 and a certification that the work was necessary, that the price paid was reasonable, and that the

work was completed satisfactorily.

Major Repairs - In Excess Of \$500.00: Upon receipt of the GTR's authorization, the Contractor shall solicit quotations/offers/bids from three (3) or more contractors found to be responsible in accordance with the GTR's instructions. The Contractor shall assist in developing the necessary specifications for the processing of purchase orders. Upon receipt of the quotation, the Contractor shall prepare HUD-2542, Purchase Order, for the apparent low quoter. Contractor shall forward this form with all applicable quotes, to the GTR for authorization. The Contractor shall maintain procurement records and conduct inspections of repairs.

At the time of contract award HUD will provide the Contractor with specific training on procurement and subcontracting.

EXHIBIT 8. RENTALS

Collect authorized rental amounts, impose late charges, develop workout agreements, initiate eviction actions, as necessary, in accordance with the requirements below and those identified in Section G, Accounting. Forward rentals and other collections or fees to the HUD lock box **within 24 hours** of receipt. Contractor shall only accept certified checks or money orders for payment of rent.

- A. To open an account for rental receipts, complete SAMS-1101.
- B. Maintain current rent accounts. Assure that rental rates always reflect market comparables for the current condition of each unit.
- C. Respond to tenant complaints and ensure the unit is habitable and free from safety and health hazards.
- D. In cases where tenant accounts fall more than **five (5) days** delinquent, Contractor shall contact the tenants orally. The Contractor shall send out a reminder letter on the **11th day**. With the GTR's authorization, negotiate workout agreements with delinquent tenants on terms equitable to HUD and the tenant. The workout amount should not be less than one and one half times the monthly rent.
- E. Institute and prosecute such actions or other proceedings, to carry out evictions, recover rents, charges or other sums owed HUD **within five (5) calendar days** of request by the GTR.
- F. If authorized by the GTR, after **thirty (30) calendar days** of delinquency, contract with an attorney or landlord-tenant officer, when:
 - the amount of the claim does not exceed \$20,000;
 - there is no question of title; and
 - there is no novel or important legal issue involved.

Claims valued in excess of \$20,000 must be processed in accordance with procedures outlined in HUD Handbook 1900.1.

- G. In any action for eviction and/or collection, the Contractor must promptly report to the GTR a pleading which raises a question of title, or any novel or important legal question (including any alleged violation of the United States or any state constitution or a Federal statute), and any countercharge or adverse judgement.

- H. Forward rent and other collections to the lock box within **twenty-four (24) hours** of receipt. Complete a separate transmittal form, SAMS-1100, for each check or money order transmitted. (Attachment H - Section J)
- I. The HUD lock box address is: U.S. Department of Housing and Urban Development, Single Family Property Disposition, P.O. Box 952484, St. Louis, MO 63195-2484.

EXHIBIT 9. PROCUREMENT TASKS

- A. Preparation of specifications: At the GTR's direction, prepare itemized repair specifications, by trade. The specifications must detail location, lineal or square footage, brand materials or fixture, (equal or better), and type application, where applicable (cold or hot roof, type and weight of shingle, etc). After the specification is prepared, the Contractor shall develop an independent estimate for the work to be solicited. Should the lowest responsible bid exceed the Contractor's estimate by more than 10%, discuss with the GTR. All specifications should be identical and solicited in writing to ensure that all contractors are bidding on the same items. The Contractor or staff member must be capable of preparing repair specifications upon request or when the need for work is apparent (emergency repairs). If the specification writing is done by a subcontractor, it shall be **at the expense of the Contractor and not HUD**. Under no circumstances may the subcontractor preparing the work specification bid on the work.
- B. For purchases exceeding \$500: Solicit bids from three or more contractors found to be responsible. HUD maintains a listing of approved contractors by trade. Where possible, solicit by trade to avoid the added cost of a general contractor (subcontracting, overhead, etc). Procurement less than \$500 can be made without competitive bidding. The Contractor must, however, certify that the cost is reasonable. Further, such work must be rotated among qualified contractors. Completion dates for all contracts may vary slightly depending on the size or complexity of the contract. Generally, work should be completed between **five (5) and twenty (20) calendar days** of the date the contractor was instructed to proceed. If delays affecting the scheduled completion date are experienced, the REAM is responsible for notifying the GTR.
- C. Modifications or changes to contracts affecting the price or the scope of work must be approved by the GTR (latent defects, etc).
- D. Regardless of the size of the procurement, the Contractor is responsible for inspecting all work to ensure that it meets the requirements of the contract and has been satisfactorily completed. Inspections must be documented on HUD-9519 (Attachment D - Section J). Inspections should occur within **two (2) calendar days** of either notification of completion by the contractor or the scheduled completion date as set forth in the contract document. This time requirement for inspections applies to work paid for by the REAM as well as work paid for by HUD. If the work was performed properly, complete and sign the approved inspection form (HUD-9519) and, **within one (1) day** after inspection, submit the contractor's invoice to the GTR in accordance with Section G of this contract.
- E. The REAM must ensure that the contractor warrants work and that fixtures, appliances, etc., installed on any job carry a manufacture's warranty that is transferable to the next owner of the property. This guarantee applies

to roof replacement/repair work as well. Upon completion of work, the REAM shall ensure receipt of industry approved warranties and forward them to the GTR.

F. If work was performed unsatisfactorily, the REAM will complete HUD-9519, Inspection Report, indicating the deficiencies. **Within one (1) day** after completing the inspection, the REAM will issue the original HUD-9519 to the contractor/subcontractor and instruct him/her to correct the defects identified in the report at no additional cost to HUD, in accordance with their contract/purchase order.

1. The REAM is responsible for any and all disputes arising from the unsatisfactory work of a REAM-issued work order.
2. The Contracting Officer is responsible for any and all disputes arising from the unsatisfactory work of a HUD-issued contract/purchase order.
3. When the contractor/subcontractor notifies the REAM that unsatisfactory repair/services have been corrected, the REAM will reinspect the work in accordance with the above inspection requirements and issue a final HUD-9519.

NOTE 1: The REAM may be required to perform periodic inspections while the work is in progress. If periodic inspections are required, the REAM shall not interfere in any way with the contractor's/subcontractor's progress.

NOTE 2: ALL HUD INSPECTION FORMS (HUD-9519) MUST BE SIGNED BY THE INSPECTOR AND CERTIFIED BY THE BROKER OF RECORD.

SYNOPSIS OF PRINCIPAL TASKS TO BE PERFORMED

1. Initial services when a new property is assigned:

- o Establish a Property file.
- o Post signs in and out.
- o Make sure property is secure and install a lock box.
- o Check for and, if found, correct safety and health hazards.
- o Make sure property is winterized.
- o Complete Initial Inspection Package (HUD-9516-A and attachments).
- o Check for roof leaks and wet basement.
- o Read water meter and report reading (or missing meter) to municipal water authority and to HUD.
- o Make sure property is free of debris and broom clean (inside & out).
- o In areas of high vandalism, or when conditions warrant, board property.
- o If necessary, exterminate property for fleas, roaches, etc.
- o Make sure grass is cut and shrubbery trimmed; snow/ice is removed.
- o Coordinate with HUD appraiser for access to property.
- o Notify police, taxing authorities, condominium or homeowner associations, as necessary.

2. Prior to listing:

- o Post "For Sale" sign.
- o Thoroughly clean the property in preparation for sale.

3. Ongoing Services:

- o Inspect properties twice monthly and complete inspection report.
- o Provide ongoing maintenance to properties.
- o As needed, prepare work specifications.
- o Inspect all work performed by contractors.
- o Mow lawns, trim shrubs, remove snow and ice as needed.
- o Pick up junk mail, papers, and other minor debris as part of regular inspections.
- o Keep property free of safety and health hazards.
- o Perform habitability inspections (infrequent).
- o Determine fair market rent; collect and deposit rental fees (**few rents to collect**).
- o Order evictions as necessary (**few evictions**).
- o Report damage caused by fire, wind, vandalism, flood, etc.
- o Investigate and act on complaints from tenants, neighbors or others with a legitimate grievance.
- o Correct code violation notices issued by the municipality.
- o Answer inquiries from brokers and program participants.

4. Prior to Closing:

- o When applicable, have defective paint removed.
- o Remove "For Sale" sign.

SECTION D - PACKAGING AND MARKING

ENVIRONMENTALLY SAFE PACKAGING: The offeror or Contractor shall package non-breakable deliverables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g., recycled paper). The packaging methods shall be in accordance with the best commercial practices and provide adequate protection during shipping and handling.

PAYMENT OF POSTAGE AND FEES: All postage and delivery fees related to the submission of information (including reports and forms) required by this contract shall be paid by the Contractor. The unit prices specified herein are inclusive of all postage/shipping costs.

MARKING: All information submitted to the Contracting Officer or the GTR shall clearly indicate the contract number of the contract for which the information is being submitted and the SAMS payment number, if applicable.

SECTION E - INSPECTION AND ACCEPTANCE

CONTRACT DOCUMENTS AND RECORDS: Upon reasonable notice, the Secretary of HUD, or its duly authorized representative(s), shall have full and free access to all the books, documents, papers and records of the Contractor that are pertinent to activities under the contract, including all those books, documents, papers and records which are needed to determine whether the Department was properly billed. Upon expiration or termination of this contract, the Contractor shall, within five (5) working days of notification, provide to the Contracting Officer or his/her designee, all individual property files, computer discs, rental records and any unused Government forms or documents related to this contract.

2452.246-70 INSPECTION AND ACCEPTANCE. (APR 1984)

Inspection and acceptance of all work required under this contract shall be performed by the Government Technical Representative (GTR) identified in Section G, or other individual as designated by the Contracting Officer.

52.246-4 INSPECTION OF SERVICES - FIXED-PRICE

AUG 1996

SECTION F - DELIVERIES OR PERFORMANCE

PERIOD OF PERFORMANCE: Performance under this contract shall be for a period of twelve (12) months from the effective date of the contract. If any options to extend the term of the contract are exercised, the period of performance shall extend through the end date of the option(s) (see FAR clause 52.217-9).

52.211-11 LIQUIDATED DAMAGES-SUPPLIES, SERVICES OR RESEARCH & DEVELOPMENT (4/84)

(a) If the Contractor fails to complete and submit the Initial Inspection Report Package within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of **\$25.95**. This amount is subject to adjustment throughout the life of the contract, whenever the Department revises its daily holding costs.

(b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Default-Fixed-Price Supply and Service clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

52.242-15 STOP-WORK ORDER

AUG 1989

52.242-17 GOVERNMENT DELAY OF WORK

A P R

1984

SECTION G - CONTRACT ADMINISTRATION DATA

NONDISCRIMINATION IN SALES AND RENTALS: Neither the Contractor, nor anyone authorized to act for them, will decline to sell or rent any property covered by this contract to a prospective purchaser or tenant because of his/her race, color, religion, sex or national origin.

TASK ORDERING PROCEDURES

(a) The Government will obtain the supplies or services required under this contract by the issuance of written task orders. Orders may be placed telephonically or by facsimile (fax) machine by the Contracting Officer or authorized official (see (b) below). Telephone and fax orders will be confirmed by an original written order at the end of each month.

(b) The following individuals are authorized to issue orders under this contract:

[To be completed at the time of award]

2452.237-73 CONDUCT OF WORK. (APR 1984) -- ALTERNATE I (APR 1984)

(a) The Government Technical Representative (GTR) for liaison with the Contractor as to the conduct of work is **[To be completed at the time of award]**, or a successor designated in writing by the Contracting Officer.

(b) The Contractor's work hereunder shall be carried out under the supervision of **[to be completed at the time of award]**.

(c) The GTR shall provide direction on contract performance. Such direction must be within the contract scope of work and may not be of nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in FAR 52.243-1; (3) causes an increase or decrease in the cost of the contract; (4) alters the period of performance or delivery dates; or (5) changes any of the other express terms or conditions of the contract.

INSURANCE:

(a) If the Contractor has employees, the Contractor shall carry necessary Workmen's Compensation Insurance.

(b) The premium costs of Comprehensive General Liability Insurance and other forms of insurance that may be purchased by the Contractor for its protection against risks assumed by virtue of this contract shall be borne by the Contractor and not be reimbursed by HUD.

PROHIBITED ACTIVITIES: In addition to other prohibited activities specified in this contract, the Contractor shall not:

(a) Award contracts, in accordance with Federal Acquisition Regulation 3.601, to Federal employees or a business concern or other organization owned or substantially owned or controlled by one or more Federal employees. For the purposes of this contract, this prohibition against the use of Federal employees includes any work performed by the Contractor, including any of its employees, subcontractors, or consultants.

(b) Be employed by or provide services to third party entities having responsibilities to HUD in connection with any properties financed under any program of HUD mortgage insurance unless the Contractor has notified the Contracting Officer of such proposed employment or service and has received written approval to perform such services of employment.

(c) Purchase HUD properties managed under this contract. This prohibition extends to members of the Contractor's immediate family or household or by any entity in which they have any direct, indirect, or financial interest.

(d) Contractors are not prohibited from selling HUD properties managed under this contract.

ACCOUNTING: The Contractor shall:

(a) Invoice Submission: Not later than the tenth day of the month following the period covered by such statement, **the Broker of Record shall** send the GTR an invoice (Attachment K - Section J) requesting payment, broken down according to:

(1) the 30 percent management fee for those properties which were listed for sale during the period; (2) the 70 percent management fee for those properties which were closed during the period; (3) the first month's rent on those properties which were initially rented during the period; (4) the percent of the gross cash rental income collected from present and former tenants; (5) the negotiated fee for vacant lots; and (6) the negotiated fee for custodial properties. A separate sheet identified by the category number and listing each property claimed by FHA case number, together with the listing or closing date as appropriate must accompany the invoice for payment.

(b) Rental properties: Forward rent and any other collections to the HUD lock box within 24 hours after receipt. Complete a separate transmittal form (SAMS 1100) for each check or money order transmitted. (See Section C)

(c) Subcontractor's Invoice: Within 48 hours of receipt of the subcontractor's invoice, inspect the subcontractor's work. If work is satisfactory, submit for payment the original subcontractor's invoice and SAMS-1106, Invoice Transmittal, to the GTR for payment to the subcontractor. Also include a certification that the work was necessary, the price was reasonable, there was sufficient competition and that the work was completed satisfactorily.

ADDITIONAL RESPONSIBILITIES: The Contractor shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall be responsible for all damages to himself, his/her employees or other persons or property that occur as a result of the Contractor's performance under this contract.

SUBCONTRACTING (CONTRACTOR PURCHASES) AUTHORITY:

(a) The Contractor is authorized to provide, and may subcontract for, repairs and services in accordance with Section C. HUD shall pay for such supplies, materials, equipment, and services as may be necessary for repair of assigned properties where the cost of a single item or total cost of a series of related items does not exceed \$1,000.00.

(b) As defined in FAR 44.101, subcontractor as used in this part, means any supplier, distributor, vendor, or firm that furnishes supplies or services to the Contractor or another subcontractor.

(c) Notwithstanding prior approvals, the Contracting Officer may direct that payment be withheld from subsequent monthly payments to the Contractor for any subcontract or work performed under that subcontract determined to be inappropriate, unacceptable, unnecessary, or where the price is not sufficiently justified.

SUBCONTRACT PROCEDURES:

(a) Purchase of supplies or services made pursuant to performing the services listed in Section C are considered subcontracts. The Contractor shall obtain maximum practicable competition in selecting subcontractors. When subcontracting, the Contractor shall not incur unreasonable costs or perform unnecessary work.

(b) Upon ordering, each Contractor shall, as a minimum, enter chronologically into a Work Order Log the following information: (1) work order number and date; (2) FHA Case Number; (3) property address; (4) work requirements; (5) date work

ordered by REAM; (6) name of REAM staff person ordering work; (7) dollar amount of work; (8) subcontractor's name (if applicable); (9) projected completion date; (10) date invoice received; (11) date inspected; and (12) date invoice sent to HUD.

REPAIR REQUIREMENTS IN EXCESS OF THE REAM'S SUBCONTRACTING AUTHORITY

(a) For repair requirements less than \$25,000 but over the Contractor's subcontracting authority:

1. Upon direction from the GTR, Contractor will prepare appropriate solicitation forms (SF-18) and distribute them to various vendors; collect the completed solicitations; determine the lowest reasonable quotation; prepare a HUD-2542, Purchase Order; and forward the complete package to the GTR for approval and issuance to the successful vendor.

2. Upon notification of the completed work, Contractor shall inspect the work. If work is satisfactorily completed, sign the HUD-2542, Purchase Order, accepting the work and forward the HUD-2542 to the GTR for payment to the vendor.

(b) For repair requirements over \$25,000, the HUD Office will use formal contracting procedures. All documents pertaining to the repairs shall be sent to the GTR.

REIMBURSEMENT OF LEGAL EXPENSES: Contractor shall forward all invoices for reimbursement of eviction subcontractors to the GTR for processing. Each invoice must contain a certification that the work was necessary, that the price was reasonable, that if subcontracted, there was sufficient competition and that the work was completed satisfactorily. The request shall also be accompanied by the subcontractor's invoice(s).

SECTION H - SPECIAL CONTRACT REQUIREMENTS

OFFICE: The Contractor must maintain an office within the geographic area(s) covered which provides convenient service to HUD's clients. The office must be adequately staffed and equipped to provide daily meaningful service from 9:00 AM to 5:00 PM, Monday through Friday, with the exception of Federal holidays. **AN ANSWERING MACHINE, ANSWERING SERVICE OR THE USE OF A PAGER DOES NOT MEET THE REQUIREMENT FOR A FULLY STAFFED AND EQUIPPED OFFICE.**

LICENSE REQUIREMENTS: The Pennsylvania Real Estate Licensing and Registration Act, 63 P.S. § 455.201 ["Broker"] (3) requires a license for anyone who charges a fee or commission to manage or appraise Real Estate. Therefore, the Contractor, and appropriate Key Personnel, must possess a valid Pennsylvania Real Estate Broker's License as well as any other business licenses required by state law. Contractor must be named on the Broker's License. **Evidence of the valid Pennsylvania Real Estate Broker License must be submitted to the Contracting Officer prior to award.**

SECTION I - CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting

Officer will make their full text available.

52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	J U L 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	AUG 1996
52.215-33	ORDER OF PRECEDENCE	J A N 1986
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	OCT 1995
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	A U G 1996
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 1989
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	APR 1989
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAR 1994

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper

contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

CONSTRUCTIVE ACCEPTANCE.

(a)(6)(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 14th calendar day after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision.

52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS	
	TRANSFER PAYMENT	AUG 1996
52.233-1	DISPUTES	OCT 1995
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE -- ALT I (APR 1984)	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)	JAN 1986
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

2452.203-70 PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES. (DEC 1992)

In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to Federal employees or a business concern or other organization owned or substantially owned or controlled by one or more Federal employees. For the purposes of this contract, this prohibition against the use of Federal employees includes any work performed by the Contractor or any of its employees, subcontractors, or consultants.

2452.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST. (APR 1984)

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a Government contract and a Contractor's organizational, financial, contractual or other interests such that: (1) Award of the contract may result in an unfair competitive advantage; or (2) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if afterward he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict.

The Government may, however, terminate the contract for the convenience of the Government if it would be in the interest of the Government.

(c) In the event the Contractor was aware of an organizational conflict of

interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(d) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

2452.222-70 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES. (JUL 1988)

The Contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

2452.237-70 KEY PERSONNEL. (APR 1984)

The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the Contractor shall notify the contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by the clause. The schedule may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

(List Key Personnel)

_____	_____
_____	_____
_____	_____
_____	_____

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through contract expiration.

(b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

(c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one property, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 100 properties;

(2) Any order for a combination of items in excess of 100 properties; or

(3) A series of orders from the same ordering office within five days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 3 1/2 years after contract award.

52.217-8 OPTION TO EXTEND SERVICES. (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 months.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identified the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY - IT IS NOT A WAGE DETERMINATION.

Employee class	Monetary wage/Fringe benefits
Locksmith	\$16.18
Laborer	12.16
Truck Driver	10.51
Carpenter Maintenance	16.18
Laborer, Grounds Maintenance	9.37

52.222-47 SCA MINIMUM WAGES & FRINGE BENEFITS APPLICABLE TO SUCCESSOR CONTRACT PURSUANT TO PREDECESSOR CONTRACTOR COLLECTIVE BARGAINING AGREEMENTS (MAY 1989)

SCA wage determinations applicable to this work have been obtained from the U.S. Department of Labor for Areas 1, 2, 3 and 4. Excerpts of the SCA wage determinations are included as an Attachment L in Section J. Wage determinations for Area 5 are pending but will be incorporated as part of the contract awarded for that area.

AS 1510 (NOV 96) PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed-price stated in Section B of this contract.

(b) Submission of Invoices. Invoices shall be submitted in an original and

three (3) copies to the payment office identified in Block 25 of the SF-33. To constitute a proper invoice, the invoice must include all items per FAR 52.232-25, "Prompt Payment."

To assist the Government in making timely payments, the Contractor is also requested to identify the appropriation number (from Block 21 on the SF-33) on each invoice. The Contractor is also requested to identify on the envelope that an invoice is enclosed.

(c) Contractor Remittance Address. The remittance address shall be agreed upon between the Contractor and the Finance Office in accordance with FAR 52.232-33.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1995)

(a) Definition. Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

SECTION J - LIST OF ATTACHMENTS

<u>No.</u>	<u>Description</u>	<u>#Pages</u>
A	Inventory of Properties By Case Number	19
B	"Initial Inspection Report Package":	8
	- HUD-9516-A, Initial Inspection Report Condition of Property	
	- Supplement to HUD-9516-A	
	- Repair Sheet	
	- Findings Regarding Flood Plain and Airport Clearance	
	- Certification Of Inspection For Defective Paint Surfaces	
C	Certification Of Removal Of Defective Paint Surfaces	1
D	HUD-9519, Acquired Property Inspection Report	1
E	HUD-9519-A, Property Maintenance Inspection Report	1
F	Habitability Inspection Form & Supplement	2
G	HUD-2542, Purchase Order	2
H	SAMS-1100, Cash Transmittal Form	1
I	SAMS-1101, Define Lessees/Lease	1
J	SAMS-1106, Invoice Transmittal	1
K	REAM Invoice	1
L	DOL Wage Determination Excerpts	2
M	SAMS-1110, Taxing Authority Profile	2

SECTION I - STATUS OF UTILITIES

ELECTRIC:	Is service on?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
GAS:	Is service on?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Has gas main line been bolted by gas company?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
WATER:	Is service on?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Has the meter been removed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Is the water source leaking?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

SECTION II - STATUS OF SECURING WORK**INDICATE EXACTLY HOW MANY OPENINGS ARE BOARDED:**

_____ Small Openings (1/3 sheet of plywood)
_____ Medium Openings (1/3 to 2/3 sheet of plywood)
_____ Large Openings (over 2/3 sheet of plywood)

DESCRIBE HOW THE MORTGAGEE SECURED THE DOORS:

FRONT DOOR:	<input type="checkbox"/> Boarded
	<input type="checkbox"/> Hasp & Lock (type of lock: _____)
	<input type="checkbox"/> Other (describe: _____)
OTHER DOOR:	<input type="checkbox"/> Boarded
	<input type="checkbox"/> Hasp & Lock (type of lock: _____)
	<input type="checkbox"/> Other (describe: _____)
GARAGE DOOR:	<input type="checkbox"/> Boarded
	<input type="checkbox"/> Hasp & Lock (type of lock: _____)
	<input type="checkbox"/> Other (describe: _____)

IDENTIFY PROBLEMS WITH BOARDING:

☐ Inaccessible openings were unnecessarily boarded
(Number & location: _____)

☐ Openings were boarded with inferior or patched wood
(Number & location: _____)

☐ Windows, doors, frames or glass were damaged by boarding
Describe: _____

SECTION III - DESCRIPTION OF DEBRIS

Page 2 of 2

INTERIOR: ☐ Personal belongings/furniture:
Describe: _____

☐ Trash - Estimated Cubic Yards: _____

EXTERIOR: ☐ Trash - Estimated Cubic Yards: _____
Describe: _____

SECTION IV - STATUS OF OCCUPANCY

OCCUPANT NAME: _____

INDICATE STATUS: ☐ Tenant approved for occupied conveyance with lease for \$_____ per month.

☐ Tenant approved for occupied conveyance with lease yet to be executed.

☐ Unauthorized former owner or tenant of former owner.

☐ Squatter with no affiliation.

☐ Squatter affiliated with _____.

IS PROPERTY FURNISHED? ☐ Yes ☐ No

DO ANY BOARDS REMAIN ON? ☐ Yes ☐ No

COMMENTS: _____

REPAIR SHEET

(PAGE 1 OF 3)

PROPERTY ADDRESS: _____

REAR: _____

INSPECTOR: _____

DATE OF INSPECTION: _____

<u>WATER DAMAGE</u>	<u>DESCRIPTION (QUANTITY AND LOCATION)</u>	<u>COST</u>	<u>CAUSE</u>	
			<u>ROOF</u>	<u>PLUMBING</u>
CEILINGS	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
FLOORS-WOOD	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
FLOORS-CARPET	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
WALLS-PLASTER	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
OTHER	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

<u>FREEZE-UP DAMAGE</u>	<u>DESCRIPTION (QUANTITY AND LOCATION)</u>	<u>COST</u>
COPPER PIPES	_____	_____
TOILET	_____	_____
RADIATORS	_____	_____
OTHER FIXTURES	_____	_____
	_____	_____

REPAIR SHEET

(PAGE 2 OF 3)

<u>VANDALIZED/ MISSING FIXTURES</u>	<u>DESCRIPTION (QUANTITY & LOCATION)</u>	<u>COST</u>
COPPER PIPES	_____	_____
KITCHEN SINK	_____	_____
CABINETS/COUNTER	_____	_____
STOVE	_____	_____
BATHROOM SINK	_____	_____
TUB	_____	_____
TOILET	_____	_____
LIGHTING FIXTURES	_____	_____
ELECTRIC PANEL	_____	_____
HEATER	_____	_____
WH HEATER	_____	_____
WINDOWS	_____	_____
DOORS	_____	_____
CARPETING	_____	_____
HAND RAILS	_____	_____
OTHER	_____	_____

<u>VANDALISM/DAMAGE</u>	<u>DESCRIPTION (QUANTITY & LOCATION)</u>	<u>COST</u>
PLASTER HOLES	_____	_____
REPAINT GRAFFITI	_____	_____
REPAIR/REPLACE FLOOR BOARDS	_____	_____
REPLACE DAMAGED CARPET	_____	_____
REPLACE OTHER FLOORING	_____	_____

REPAIR SHEET

(PAGE 3 OF 3)

<u>VANDALISM/DAMAGE</u>	<u>DESCRIPTION (QUANTITY & LOCATION)</u>	<u>COST</u>
REPAIR/REPLACE WINDOWS	_____	_____
REPAIR STEPS	_____	_____
REPAIR DOORS	_____	_____
MISC. ELECTRIC	_____	_____
MISC. PLUMBING	_____	_____
OTHER VANDALISM	_____	_____

<u>OTHER REPAIRS TO MEET MPS</u>	<u>DESCRIPTION (QUANTITY & LOCATION)</u>	<u>COST</u>
ROOF	_____	_____
CEMENT	_____	_____
EXTERIOR PORCH/STEPS	_____	_____
OTHER	_____	_____
FIXTURES REQUIRING REPAIR/REPLACEMENT	_____	_____

<u>HAZARDS REQUIRING IMMEDIATE REPAIR/DESCRIPTION</u>	<u>COST</u>
_____	_____
_____	_____
_____	_____

SUMMARY	
ESTIMATED WATER & FREEZE-UP DAMAGE	_____
ESTIMATED DAMAGE FROM VANDALISM	_____
ADDITIONAL REPAIRS NEEDED TO MEET MPS	_____
TOTAL REPAIRS	_____

INSPECTOR_____
DATE

SECTION J - ATTACHMENT B (Pg. 6 of 8)

FINDINGS REGARDING FLOOD PLAIN AND AIRPORT CLEARANCE

(Property Address)

(FHA Case No.)

FLOOD PLAIN

The subject property ()is, ()is not located within the 100 year flood plain (Zones A and V).

Source/Documentation:

AIRPORT RUNWAY CLEAR ZONES

The subject property ()is, ()is not located within one half (1/2) mile of an airport.

(REAM)

(Signature)

(Date)

CERTIFICATION OF INSPECTION FOR DEFECTIVE PAINT SURFACES

Defective paint surfaces are defined as cracking, scaling, chipping, peeling, or loose paint surfaces on any interior or exterior surfaces of the residential structure, such as walls, stairs, deck, porch, railings, windows or doors.

(Property Address)

(FHA Case No.)

I certify that the above property has been visually inspected by me on this date and my inspection revealed the following:

- () No defective paint surfaces found.
- () Defective paint surfaces found as follows (identify locations, i.e., five square feet on dining room ceiling; two linear feet of bathroom baseboard, etc.):

- () I estimate the cost to treat the defective surfaces to be:

\$_____.

My inspection also revealed the following:

- () Once the defective paint surfaces have been treated, the treated area(s) will require painting to make the property more marketable.
- () I estimate the cost of painting the treated areas to be:
- \$_____.
- () Treated areas will not require painting to make the property more marketable.

(Signature)

(Date)

(Type or Print Name of Inspector)

(Type or Print Name of REAM)

CERTIFICATION OF REMOVAL OF DEFECTIVE PAINT SURFACES

FHA CASE NO: _____

PROPERTY ADDRESS: _____

This is to certify that on this date, I have inspected the above property and have found the defective paint surfaces removed. Therefore, at the current time, no defective paint surfaces are present at this property.

(Name of Inspector)_____
(Signature of Inspector)_____
(Date of Inspection)

HABITABILITY INSPECTION FORM

A property is considered habitable if each unit meets conditions listed below or can be made to meet such conditions by repairs totalling no more than 5% of the fair market value of the property, exclusive of removing defective paint hazards. Example: Property Market Value - \$100,000; Repairs - \$ 10,000; Removing Defective Paint - \$3,000. Since repairs of \$10,000 exceed 5% of the market value, the property does not meet the habitability criterion (repairs equal 10% in the above example).

Habitability inspections are simple walk through inspections and should be bid accordingly. These inspections are not recurring and should not exceed two or three a month. Use this form in completing inspection and determining eligibility for continued occupancy.

	YES	NO	IF NO, ESTIMATE TO CORRECT:
Are heating facilities adequate for healthful and comfortable living conditions, taking into consideration the local climate?			\$
Is there adequate, safe electrical supply for lighting and for equipment used in the residential unit?			\$
Does the unit have adequate cooking facilities?			\$
Is there a continuing supply of hot and cold water?			\$
Is there adequate sanitary facilities and a safe method of sewage disposal?			\$
From a site inspection, does the property appear to be structurally sound, reasonably durable and free from safety and health hazards?			\$

- A. FAIR MARKET VALUE OF THE PROPERTY \$ _____
 B. TOTAL OF 1 THROUGH 6 ABOVE \$ _____
 C. DIVIDE A INTO B _____ %
 D. CHECK ONE OF THE FOLLOWING:

- ___ 1. C exceeds 5% and habitability criterion is not met.
 ___ 2. C is under 5% and habitability criterion is met.

DEFECTIVE PAINT SURFACE is defined as any cracking, scaling, chipping, peeling or loose paint on all interior and exterior surfaces. The only acceptable form of treatment is by covering with wallboard or wall coverings permanently attached to the wall surface or removal by scraping, heat treatment or chemicals. Machine sanding or open flame sanding is prohibited!

Does the unit contain defective paint? ___ YES ___ NO

If yes, estimate to treat \$ _____.

NOTE: The estimate to treat defective paint is not to be used when calculating the cost to repair for habitability.

 (Signature of Inspector)

 (Date)

SUPPLEMENT TO HABITABILITY INSPECTION FORM

PROPERTY ADDRESS: _____ REAM: _____

=====
PART 1 - TO BE COMPLETED AT TIME OF INSPECTION
=====

Income verified at time of inspection for all household members:

<u>Occupant's Name</u>	<u>Employer</u>	<u>Income We/Mo</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Supplemental Income:=====
PART 2 - RENTAL COMPARABLES AND FAIR MARKET RENT
=====

	<u>ADDRESS</u>	<u>RENTAL</u>
1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____

MONTHLY FAIR MARKET RENT FOR THE SUBJECT PROPERTY WOULD BE: \$ _____

=====
PART 3 - HABITABILITY ANALYSIS
=====

Total of Habitability Repair Costs from Tic Sheet \$ _____ A

Fair Market Value \$ _____ times .05 equals \$ _____ B

If A is greater than B: **REJECT** If B is greater than A: **ACCEPT**=====
PART 4 - TO BE COMPLETED BY HUD OFFICE
=====

Total Income Verified: \$ _____ x .38 (net income) =

Available for Rent: \$ _____

FINANCIAL: ☐ ACCEPT ☐ REJECTHABITABILITY: ☐ ACCEPT ☐ REJECTHUD'S INTEREST: ☐ ACCEPT ☐ REJECT

REAM INVOICE

FOR THE MONTH OF _____, 19__

(Contractor's Name)_____
(Contract Number)

Instructions: For each of the following eight categories for which compensation is being claimed, attach a separate sheet identified by the category number and listing each property claimed by FHA case number together with the listing or closing date as appropriate.

CATEGORY	NUMBER OF PROPERTIES	FEE CLAIMED
1. Properties listed during month (not vacant lots) (Payable at 30% of fee stated in Section B.)	_____	\$_____
2. Properties closed during month (not vacant lots) (Payable at 70% of fee stated in Section B)	_____	\$_____
3. Vacant lots listed during month. (Payable at 30% of fee stated in Section B)	_____	\$_____
4. Vacant lots closed during month. (Payable at 70% of fee stated in Section B)	_____	\$_____
5. Custodial properties managed during the month. (Payable at 100% of fee stated in Section B)	_____	\$_____
6. Properties rented during month. (Payable at 100% of first month's rent, if collected.)	_____	\$_____
7. Rental collection from present tenants. (Payable at percentage stated in Section B for amount actually collected.)	_____	\$_____
8. Rental collection from former tenants. (Payable at percentage stated in Section B for amount actually collected.)	_____	\$_____

TOTAL MANAGEMENT FEES DUE AND CLAIMED:

\$_____

I certify that this invoice represents an accurate billing for work completed in a satisfactory manner and in accordance with the terms of my contract.

(REAM's signature)_____
(Date)

This information is used to document all types of inspections relating to contract work on acquired properties. This information is required in order to administer the Property Disposition Sales Program (24 CFR 203.375, 24 CFR 203.278, 24 CFR 291.100 - 291.30).

The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2502-0306), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. Do not send this form to the above address.

Part A—Identification

1. Name & Address of Property Requiring Inspection :		2. Name & Address of Contractor Performing Work :		
3. Case or Project Number :		4. Purchase Order or Contract Number :		
5. Significant Dates:	5a. Date of Contract Award	5b. Original Contract Completion Date:	5c. Revised Contract Completion Date:	5d. Date Work Inspected :

Part B—Inspection and Repair

Type of Inspection	Repair Status
1 <input type="checkbox"/> Repair (Note repair status)	1 <input type="checkbox"/> Repairs Acceptably Completed
2 <input type="checkbox"/> Services (specify type)	2 <input type="checkbox"/> Repairs Incomplete—Work in progress
3 <input type="checkbox"/> Supplies (specify type)	3 <input type="checkbox"/> Repairs Incomplete—Work not in progress
4 <input type="checkbox"/> HUD Inspection of REAM/PM Activity	4 <input type="checkbox"/> Correction Essential—see Part D
5 <input type="checkbox"/> Reinspection of Previously Noted Deficiencies	5 <input type="checkbox"/> Unacceptable—see Part D
6 <input type="checkbox"/> Post-Closing Complaints	6 <input type="checkbox"/> Unable to Inspect—see Part D
7 <input type="checkbox"/> A/E Services	
Inspection Status (check applicable box): <input type="checkbox"/> Initial <input type="checkbox"/> Interim <input type="checkbox"/> Final	Estimated percent of completion : %

Part C—Performance Evaluation of Contract (check box)				Part D—Repair Items Unacceptable & Correction Required
Overall Evaluation:				
<input type="checkbox"/> Excellent <input type="checkbox"/> Acceptable <input type="checkbox"/> Unacceptable (explain)				
Performance Elements	Excellent	Acceptable	Unacceptable	
1. Quality of Work				
2. Timely Performance				
3. Effectiveness of Management				
4. Compliance With Labor Standards				
5. Compliance With Safety Standards				

Part E—Additional Work Recommended (To be accomplished only when authorized in writing by HUD.)

Part F—Certification and Approvals

Name & Address of Inspector :

I certify that I have personally inspected this property (work requirement) on this date, and that to the best of my knowledge I have reported or taken the necessary action to correct, as appropriate, all items of noncompliance, work requiring correction, and unacceptable work. I further certify that I have no personal interest, present or prospective, in this property.

Signature of Inspector & Date of Inspection:	All Repairs Completed, Property Ready to List <input type="checkbox"/> Yes <input type="checkbox"/> No
Signature of Property Disposition Realty Specialist & Date of Review by Property Disposition Realty Specialist:	

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Property Maintenance Inspection Report

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0306 (exp. 7/31/99)

This information is used to document routine property maintenance inspections. This information is required in order to administer the Property Disposition Sales Program (24 CFR 203.375, 24 CFR 203.278, 24 CFR 291.100 - 291.30).

The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding

this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2502-0306), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. Do not send this form to the above address.

1. Property Address:	2. Case Number:
3. Real Estate Asset Manager:	4. Is the property occupied? <input type="checkbox"/> Yes <input type="checkbox"/> No

Exterior Inspection	Yes	No	Interior Inspection	Yes	No
5. Is the lawn cut?			20. Are the Kitchen and bath rooms acceptable?		
6. Is the yard free of debris?			21. a. Is the heating/cooling system on?		
7. Does the roof look okay?			b. Is the water on?		
8. Are the appropriate signs posted?			c. Is the electricity on?		
9. Are all exterior doors secure?			22. a. Is the heating/cooling system in good working condition?		
10. Is the appropriate lock box being used to allow access to the property?			b. Is the plumbing in good condition?		
11. If there is a garage, is it secured?			c. Is the electrical system in good working condition?		
12. Are the windows boarded?			23. Any evidence of roof leaks or damage caused by leakage?		
13. Are all windows secured?			24. Any evidence of flooding/water damage?		
14. Any there any problems/hazards in the yard or with the exterior of the property?			25. Any major structural damage?		
15. If there is a pool or spa, is it covered and are all gates secure?			26. Any vandalism?		
16. Any defective exterior paint?			27. Are emergency or preventive maintenance repairs needed?		
17. Any major cracks in foundation or exterior walls?			28. Any defective interior paint?		
18. Is the general exterior appearance good?			29. Is the property's general interior appearance good?		
19. Is the interior broom-clean and free of debris?			30. Is REAM or a representative making regular inspections?		

31. Check items present:

<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> Oven/Range	<input type="checkbox"/> Microwave	<input type="checkbox"/> Kitchen Vent Fan
<input type="checkbox"/> A/C Condenser	<input type="checkbox"/> Heating Unit	<input type="checkbox"/> Water Heater	<input type="checkbox"/> Other (include personal property and list below)		

Remarks/Observations:

The undersigned certifies that the information on this form is based on an actual site inspection of the property and is complete and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729,

Signature of: <input type="checkbox"/> REAM <input type="checkbox"/> Realty Specialist <input type="checkbox"/> Realty Specialist Supervisor <input type="checkbox"/> Fee Inspector <input type="checkbox"/> HUD Staff	Date:
X	

Single Family Acquired Asset
Management System (SAMS)
Cash Transmittal

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0486 (exp. 11/30/99)

1. HUD Office Code:		2. HUD Office Name:	
3. Property Manager's NAID:		4. Property Manager's Business Name:	
5. Transmittal Number:		6. Check Amount: (one check per form)	7. Check Date: (mm/dd/yy)
8. FHA Case Number	9. Post Code	10. Amount	
11. Total Amount This Page:			
\$			
12. Check Issuer's Name:			

For Rent Receipts Only	13. Lease Number	14. Unit Number	15. Post Code

Tenant Related Post Codes
RT Rent
LF Late Fee
MS Miscellaneous Income – Tenant

Non-Tenant Related Post Codes
AZ Accounts Receivable Other
EF Forfeited Earnest Money
EM Sales Proceeds / Earnest Money
EX Sales Ext. Fee
IS Insurance Refund

LQ Liquidated Damages
MI Miscellaneous Income
PP P&P Recoveries
TY Tax Refunds
Other: _____

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

16. Preparer's Signature:	17. Title:	18. Phone No: (Area Code)	19. Date Signed: (mm/dd/yy)
X			

Public reporting burden for this collection of information is estimated to average 12 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2502-0486), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Do not send this form to the above address.

This information enables HUD to record and process financial transactions in its automated Single Family Acquired Asset Management System (SAMS) to dispose of acquired single-family properties. HUD reimburses property managers, closing agents, selling brokers, and trade vendors for their services in maintaining, marketing, and selling HUD homes, and HUD collects funds associated with the sales of these properties. The information enables HUD to create and maintain sound financial management practices and effective internal controls over the property disposition program. A response is required to obtain or maintain a benefit.

Instructions for Completion of Form SAMS-1100

(Please use typewriter or print in ink)

1. **HUD Office Code:** Enter the HUD office code.
2. **HUD Office Name:** Enter the HUD office name.
3. **Property Manager's NAID:** Enter the property manager's name/address identifier (NAID).
4. **Property Manager's Business Name:** Enter the property manager's business name.
5. **Transmittal Number:** Enter the Field Office or property manager assigned sequential number for each transaction forwarded to the lockbox.
6. **Check Amount:** The amount of the check that accompanies this form.
7. **Check Date:** Enter date of check.
8. **FHA Case Number:** The case number for all receipts.
9. **Post Code:** The post code for a specified case number and dollar amount. Tenant receipts must use tenant related post codes. The following is a list of the most common codes:

Tenant Related Post Codes:
RT Rent
LF Late Fee
MS Miscellaneous Income – Tenant
10. **Amount:** The dollar amount allotted to a specified case number and post code.
11. **Total This Page:** The total dollar amount for this page. If multiple forms are submitted, place the **total** amount on page one only. On page two and following pages, place the total for the page in the total box and leave **Check Amount** box blank.
12. **Check Issuer Name:** The name of the organization or person that issued the check.
13. **Lease Number:** The lease number for rent receipts.
14. **Unit Number:** The unit number for rent receipts.
15. **Post Code:** Enter proper tenant related post code.
16. **Preparer's Signature:** Name of person who completed the form.
17. **Title:** Title of person who completed the form.
18. **Phone No.:** Phone number, with an area code, of person who completed the form. Please provide a commercial number, not an FTS number.
19. **Date Signed:** Enter the date the form was signed.

Note: If a check contains more than one type of receipt, indicate the amount for each application of funds. Example: rent check late fee as well as rent. Indicate the amount of rent and the amount of late fee.

Non-Tenant Related Post Codes

AZ Accounts Receivable Other
EF Forfeited Earnest Money
EM Sales Proceeds/Earnest Money
EX Sales Ext. Fee
IS Insurance Refund
LQ Liquidated Damages
MI Miscellaneous Income
PP P&P Recoveries
TY Tax Refunds

Other: _____

(If "Other" is specified, please provide a brief description of the receipt.)

Single Family Acquired Asset Management System (SAMS)

Define Lessees/Lease

See Instructions on back before completing this form.

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0486 (exp. 11/30/99)

I. DSAE or GBIN Screen: First Lessee's FIN or SSN and Name (Items 1 - 3)

1. Check one: <input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete	2. First Lessee's FIN/SSN:	3. First Lessee's Name: (Last, First, MI)
---	----------------------------	---

II. GBNA Screen: Lessee's Address and Employer (Items 4 - 21)

4. HUD Office Code:	5. HUD Office Name	6. Payee Type: LE	7. First Lessee's NAID:
8. First Lessee's Address: (Number & Street, City, State, County and Zip Code + 4)			9. Home Phone: (Area Code)
			10. Work Phone: (Area Code)
11. Employer's Business Name:			12. Employer's Phone: (Area Code)
13. Employer's Business Address: (Number & Street, City, State and Zip Code + 4)			
14. Second Lessee's Name (Last, First, MI) (Not entered into SAMS)			15. Second Lessee's FIN/SSN:
			16. Home Phone: (Area Code)
17. Second Lessee's Address (Number & Street, City, State, County and Zip Code + 4)			18. Work Phone (Area Code)
19. Employer's Business Name:			21. Employer's Business Address: (Number & Street, City, State and Zip Code + 4)
20. Employer's Phone: (Area Code)			

III. TMPU Screen: Unit Information (Items 22 - 24)

22. Case Number:	23. Unit Sequence Number:	24. Unit Number:	
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IV. TMLE Screen: Lease Information (Items 25 - 42)

25. Property Manager NAID:		26. Property Manager Name:			
27. Lease Number:	28. Lease Type:	29. Lease Reason Code:	30. Lease Effective Date:	31. Lease Expiration Date:	32. Lease Termination Date:
33. Rent Amount:	34. Rent Per: (Check one) <input type="checkbox"/> Month <input type="checkbox"/> Year	35. Daily Rent Amount:	36. Number of Option Renewal Years:	37. Eviction Reason Type:	
38. Liability Insurance Expiration Date:	39. Is Work-Out Agreement in Effect? <input type="checkbox"/> Yes <input type="checkbox"/> No	40. Amount of Work-Out:	41. Eff. Date of Work-Out:	42. Exp. Date of Work-Out:	

43. Comments:

44. Preparer's Signature X	45. Title	46. Date (mm/dd/yy)	47. Phone (area code)
48. Reviewer's Signature X	49. Title	50. Date (mm/dd/yy)	
51. Approver's Signature (Senior Real Estate Owned Specialist) X			52. Date Approved

Public reporting burden for this collection of information is estimated to average 18 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2502-0486), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Do not send this form to the above address.

This information enables HUD to record and process financial transactions in its automated Single Family Acquired Asset Management System (SAMS) to dispose of acquired single-family properties. HUD reimburses property managers, closing agents, selling brokers, and trade vendors for their services in maintaining, marketing, and selling HUD homes, and HUD collects funds associated with the sales of these properties. The information enables HUD to create and maintain sound financial management practices and effective internal controls over the property disposition program. A response is required to obtain or maintain a benefit.

Privacy Act Statement. The Department of Housing & Urban Development (HUD) is authorized to collect the information on this form by the U.S. Housing Act of 1937, as amended. The Housing & Community Development Act of 1987, 42 U.S.C. 3543, authorizes HUD to collect Social Security Numbers (SSN). The information is being used to indicate changes in the rental status of the property and to track tenant payment responsibility. The SSN is used as a unique identifier. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. Providing the SSN is mandatory. Failure to provide the information could result in leasehold termination and/or eviction of tenant(s).

Instructions for Completing Form SAMS-1101 Please use typewriter or print in ink.

- 1.. **Check One:** Indicate whether lessee information is being added, modified, or deleted.
2. **First Lessee's FIN/SSN:** Enter the Federal ID Number or Social Security Number of the lessee, if available. Every effort should be made to obtain Social Security or Federal Tax Identification Numbers for all lessees, as the FIN/SSN is a key data element in SAMS.
3. **First Lessee's Name:** Enter the full name of the lessee. For a second lessee use lines 14 to 21. For three or more lessees attach additional SAMS-1101(s).
4. **HUD Office Code:** Enter the HUD office code.
5. **HUD Office Name:** Enter the HUD office name.
6. **Payee Type(s):** The payee type is preprinted on the form.
7. **First Lessee's NAID:** Enter the lessee's Name/Address Identifier (NAID).
8. **First Lessee's Address:** Enter the complete mailing address of the lessee.
9. **Home Phone:** Enter the home phone number of the lessee (including area code), if available.
10. **Work Phone:** Enter the office phone number of the lessee, if available.
11. **Employer's Business Name:** Enter the name of the lessee's employer, if available.
12. **Employer's Phone:** Enter the employer's phone number, if available.
13. **Employer's Business Address:** Enter the employer's address, if available.
14. **Second Lessee's Name:** Enter the full name of the second lessee.
15. **Second Lessee's FIN/SSN:** Enter the Federal ID Number or Social Security Number of the lessee, if available. Every effort should be made to obtain Social Security or Federal Tax Identification Numbers for all lessees, as the SSN/FID is a key data element in SAMS.
16. **Home Phone:** Enter the home phone number of the lessee (including area code), if available.
17. **Second Lessee's Address:** Enter the complete mailing address of the second lessee, if different than the address of the HUD-owned property.
18. **Work Phone:** Enter the office phone number of the lessee, if available.
19. **Employer's Business Name:** Enter the name of the second lessee's employer, if available.
20. **Employer's Phone:** Enter the employer's phone number, if available.
21. **Employer's Business Address:** Enter the employer's address, if available.
22. **Case Number:** Enter the case number.
23. **Unit Sequence Number:** Enter the unit sequence number.
24. **Unit Number:** Enter the unit number, if applicable.
25. **Property Manager's NAID:** Enter the property manager's NAID.
26. **Property Manager's Name:** Enter the property manager's name.
27. **Lease Number:** Enter the lease number.
28. **Lease Type:** Enter the lease type from the following:

AP	Adverse Possession	OC	Occupied Conveyance
HA	Public Housing Authority	RR	Regular Rental
HH	Housing for Homeless	SH	Supportive Housing
LO	Lease-Option to Buy		
29. **Lease Reason Code:** Enter the reason for the lease from the following:

CD	Closing Delay	MI	Military
DV	Disaster Victim	MU	Multi-Unit Property
IE	Inventory Exceeds Market	PV	Prevent Vandalism
IL	Illness or Injury	RP	Renting to Purchase
30. **Lease Effective Date:** Enter the effective date of the lease.
31. **Lease Expiration Date:** Enter the expiration date of the lease. The lease expiration date is the last day of the lease period. The expiration date for month-to-month leases is the last day of the month in which the lease became effective.
32. **Lease Termination Date:** Enter the last day the lessee is legally responsible for the terms of the lease.
33. **Rent Amount:** Enter the dollar amount of the rent assessment.
34. **Rent Per:** Check the type of rent assessment: monthly or annual.
39. **Is Work-Out Agreement in Effect?:** Check "Yes" if a work-out agreement is in effect.
40. **Amount of Work-Out:** Enter the dollar amount of the work-out agreement for delinquent rent, if applicable.
41. **Effective Date of Work-Out:** Enter the date the work-out agreement began.
42. **Expiration Date of the Work-Out:** Enter the expiration date of the work-out agreement.
43. **Comments:** Enter a brief description of the lease, if desired.
- 44.-47. **Preparer's Signature:** Enter legible signature, title, phone number, and date signed.
- 48.-50. **Reviewer's Signature:** Enter legible signature, title, phone number, and date signed.
- 50.-52. **Approver's Signature:** Enter legible signature, title, phone number, and date signed.

Single Family Acquired Asset Management System (SAMS) Invoice Transmittal

**U.S. Department of Housing
and Urban Development**
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0486 (Exp. 11/30/99)

Instructions: Read Instructions on back before completing this form. Send completed the form to local HUD Office, Attn: Senior Real Estate Owned Specialist.

I. APTR Screen: Create Transmittal (Items 1 thru 10)

1. System Generated Transmittal No:		2. HUD Office Code:		3. HUD Office Name:	
4. Property Manager's NAID:		5. Property Manager's Business Name:			
6. Payee's NAID:		7. Payee's Name:			
8. Check Only One:		9. No. of Invoices:		10. Transmittal Total:	
<input type="checkbox"/> Prompt Payment		8a. Start Date: (mm/dd/yy)			
<input type="checkbox"/> Non-Prompt Payment (Will be paid within five working days of receipt at SAMS Disbursement Contractor)					
<input type="checkbox"/> Discount (Percent)		8b. Discount Date: (mm/dd/yy)			

II. APTC Screen: Invoice Detail (Items 11 thru 18)

[illegible]

III: Preparer's/Reviewer's Certification (Items 19 thru 25)

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

19. Preparer's Signature (Property Manager/HUD Employee)	20. Title	21. Phone No. (Area Code)	22. Date (mm/dd/yy)
X			
23. Reviewer's Signature (Senior REO Specialist or Designee)	24. Title	25. Date (mm/dd/yy)	
X			

IV: For HUD Certifying Officer's Use Only (Items 26 and 28)

Pursuant to authority vested in me, I certify this transmittal and its attachments are correct and proper for payment.

26. Authorized Certifying Officer's Signature	27. Date (mm/dd/yy)
X	

V: For SAMS Disbursement Contractor Use Only (Items 29 thru 32)

29. Processor's Name	30. Invoice (IV) Entered By	31. Transmittal (TR) Entered By	32. Approve Transmittal (AP) By
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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2502-0486), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Do not send this form to the above address.

This information enables HUD to record and process financial transactions in its automated Single Family Acquired Asset Management System (SAMS) to dispose of acquired single-family properties. HUD reimburses property managers, closing agents, selling brokers, and trade vendors for their services in maintaining, marketing, and selling HUD homes, and HUD collects funds associated with the sales of these properties. The information enables HUD to create and maintain sound financial management practices and effective internal controls over the property disposition program. A response is required to obtain or maintain a benefit.

Instructions for Completion of Form SAMS-1106 (Please use typewriter or print in ink)

1. **System Generated Transmittal No.:** For HUD Offices: The computer-generated 12 character Transmittal Number.
2. **HUD Office Code:** Enter the HUD office code.
3. **HUD Office Name:** Enter the HUD office name.
4. **Property Manager's NAID:** Enter the Name/Address identifier.
5. **Property Manager's Business Name:** Enter the Property Manager's business name.
6. **Payee's NAID:** Enter the unique 10 letter/number name and address identifier of the vendor. If this vendor has not been previously approved by HUD, submit a completed form SAMS-1110 or -1111, as appropriate.
7. **Payee's Name:** Enter the name of the vendor to whom payment will be made. The name entered on this line must be identical to the vendor's name as it appears on the invoice.
8. **Check One:** Enter a check mark in the appropriate space to indicate the type of payment method of this (these) invoice(s): Prompt Payment, non-Prompt Payment, or discount. If Prompt Payment, enter the start date, i.e., date proper invoice is received or date services or goods are accepted, whichever is later. If discount, enter the percent and due date.
9. **No. of Invoices:** Enter the number of invoices included in this transmittal.
10. **Transmittal Total:** Enter the Grand Total amount of the transmittal.
11. **Invoice No:** Enter the actual invoice number shown on the vendor's invoice, if available. **The original invoice and supporting documentation must be attached to the SAMS-1106.**
12. **Invoice Date:** Enter the date of the invoice.
13. **PO/CO:** Enter the appropriate purchase order (PO) or formal contract number (CO) for invoices to be applied to an established purchase order or contract, if applicable.
14. **Description:** Enter a brief description of the type of goods/services rendered.
15. **PC:** Enter the Post Code for the service provided by the vendor, e.g., Advertising (AD), Yard Maintenance (YR).

Allocated Post Codes (As of 10/14/94)

AA	Archived SAMS Cases
AD	Advertising
AO	Aged Cases (pre-SAMS)
LC	Lock Boxes / Keys / Sale Signs
PA	Pre-Acquisition Expenses (non-custodial properties only)
PT	Printing

Case Specific Post Codes (As of 10/14/94)

AL	Appliances	NA	Appraisal - Non Access Fees
AP	Appraisal Fees	PM	Property Manager Fee
AU	Auctioneer Fees	RB	Repurchase / Buy Back Expense
BC	Acquisition Cost - Buy Back	RF	Roofing
BR	Board-Up/Secure, Glass, Windows, & Lock Changes	RT	Rent Refund
CD	Clean-Up & Debris Removal	SI	Sales Incentives/Allowance
CF	Condo/HOA Fees	SL	Selling Broker Commis-sions/Bonus
CL	Closing Agent Fees / Packaging Agent	SR	Mechanical System Repair - Electrical, Heating, Air Conditioning, & Plumbing
CS	Liability Claims	SS	System Checks
DF	Defective Paint/LBP Removal	SW	Snow Removal
DM	Demolition	SY	Surveying
EF	Earnest Money Forfeiture	TL	Title Evidence Review
EM	Earnest Money Refund	TM	Termite Treatment
EV	Evictions	TO	Tax Penalty - Incurred by Others
EX	Refund of Sales Extension Fee	TP	Tax Penalty - Incurred by HUD
GN	General Repair, Building Supplies, Carpentry, Masonry, & Painting	TR	Termite Inspection
IF	Inspection Fees	TT	Title Policy
LN	Lead Based Paint Escrow	TY	Tax Expense/Refund
MI	Misc. Income-Refunds	UT	Utilities/Fuel Oil
ML	Multiple Listing Services	WT	Water / Water Testing / Well Drilling
MR	Misc Major Repairs	WN	Winterizing
		YR	Yard Maintenance

16. **FHA Case Number:** If a case specific code was entered in 15, enter the FHA case number of the property for which goods or services were procured.
17. **Amount per PC:** Enter the total dollar amount for a specific post code.
18. **Invoice Total:** Enter the total dollar amount of the invoice.
- 19/22. **Preparer's Signature:** Enter legible signature, title, phone number, and date signed of the preparer (Property Manager/HUD employee).
- 23/25. **Reviewer's Signature:** Enter legible signature, title, and date signed of the Senior Real Estate Owned Specialist or designee.
- 26/28. **Authorized Certifying Officer's Certification:** Enter legible signature and date signed, and stamp of authorized officer, and submit to the SAMS Disbursement Contractor.
- 29/32. **For SAMS Disbursement Contractor's Use Only.** Enter initials of individual completing each processing step.

SECTION J - ATTACHMENT K

EXCERPTS OF DOL WAGE DETERMINATIONS

WAGE DETERMINATION NO.: 94-2449

AREAS 1, 2 & 3: Pennsylvania Counties of Chester, Delaware, Lehigh, Montgomery and Northampton.

<u>OCCUPATION CODE AND TITLE</u>	<u>MINIMUM HOURLY WAGE</u>
11210 Laborer, Grounds Maintenance	\$ 9.37
23130 Carpenter, Maintenance	\$16.66
23470 Laborer	\$12.52
23500 Locksmith	\$16.66
31361 Truckdriver, Light Truck	\$11.00
31362 Truckdriver, Medium Truck	\$16.83

WAGE DETERMINATION NO.: 94-2447

AREAS 4: Pennsylvania Counties of Dauphin and Cumberland.

<u>OCCUPATION CODE AND TITLE</u>	<u>MINIMUM HOURLY WAGE</u>
11210 Laborer, Grounds Maintenance	\$ 8.32
23130 Carpenter, Maintenance	\$16.58
23470 Laborer	\$10.33
23500 Locksmith	\$16.58
31361 Truckdriver, Light Truck	\$ 8.67
31362 Truckdriver, Medium Truck	\$10.70

Single Family Acquired Asset
Management System (SAMS)
Taxing Authority Profile

**U.S. Department of Housing
and Urban Development**
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0486 (exp. 11/30/99)

This Is Not a Request for Tax Bills We are requesting and compiling information for HUD tax bills. To ensure that the bills are paid on time and for the proper tax period, please complete this form. Define only one tax type per form. For additional tax types, please copy this form and complete. Return immediately to the local HUD Office.

If collecting for more than one tax jurisdiction or tax type, please indicate if the tax is consolidated in one bill or individually. Please indicate how bills are accepted (Full/Installments).

Lines (1) through (4) under items 21 thru 27 allow for up to four installments to be made in a year for a particular type of tax. Please indicate how bills are accepted: as 1 full payment or in 2, 3, or 4 installments.

Instructions: See instructions on back for required attachments. Send completed form to local HUD Office, Attention: Director, Single Family Division.

I. DSAE Screen: Tax Authority's FIN & Name (Items 1 - 7)

1. a. <input type="checkbox"/> Add New Payee (complete entire form)	2. Tax Authority's FIN:	3. Tax Authority's name:			
or b. <input type="checkbox"/> Change Existing Payee (complete items 2, 3, 7, and any changes)	4. HUD Office Code:	5. HUD Office Name:	6. Payee Type: TA	7. Payee NAID: (if established Payee)	

II. GBNA Screen: Tax Authority's Address (Items 8 - 19)

8. Attn: Title Only			9. Phone Number: (Area Code)		
10. Street Address:					
11. City:			12. State:	13. Zip Code + 4:	

Remittance Information: (only if different from above)

14. Name:			
15. Attn: Title Only			
16. Street Address:			
17. City:		18. State:	19. Zip Code + 4:

III. TXTP Screen: Tax Type & Period (Items 20 - 32)

20. Tax Type: (i.e., Real Estate, City, County) Enter only one code.

Enter Dates as mm/dd/yy	21. From Period	22. To Period	23. Due Date	24. Penalty Date	1st 25. Discount Date	2nd 26. Discount Date	3rd 27. Discount Date
(1)							
(2)							
(3)							
(4)							

28. Tax Year			
29. Preparer's Signature: X	30. Title: 	31. Date: (mm/dd/yy) 	32. Phone (Area Code)

IV. For HUD Use Only (Items 33 - 40)

33. Reviewer's Signature: X	34. Title: 	35. Date: 	36. Phone: (Area Code)
37. Approver's Signature: X	38. Title: 	39. Date: 	40. Phone: (Area Code)

Public reporting burden for this collection of information is estimated to average 12 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2502-0486), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Do not send this form to the above address.

This information enables HUD to record and process financial transactions in its automated Single Family Acquired Asset Management System (SAMS) to dispose of acquired single-family properties. HUD reimburses property managers, closing agents, selling brokers, and trade vendors for their services in maintaining, marketing, and selling HUD homes, and HUD collects funds associated with the sales of these properties. The information enables HUD to create and maintain sound financial management practices and effective internal controls over the property disposition program. A response is required to obtain or maintain a benefit.

Instructions for Completion of Form SAMS-1110 (Please use typewriter or print in ink)

The File ID No. should be a sequential number assigned by the originator of the form. Enter today's date in next block.

1. **Check One:** Indicate whether tax authority is being added, modified, or deleted.
2. **Tax Authority's FIN:** Indicate the Federal Identification Number or the Federal Tax Exemption Number. These numbers have previously been assigned by the IRS.
3. **Tax Authority's Name:** Indicate the name of the taxing authority.
4. **HUD Office Code:** Enter the HUD office code.
5. **HUD Office Name:** Enter the HUD office name.
7. **Tax Authority's NAID:** Enter the name/address identifier (NAID) if established payee.
8. **Attn:** Indicate the title of the contact person for the taxing authority.
9. **Phone Number:** Indicate the phone number of the taxing authority.
- 10.-13. **Tax Authority's Address:** Indicate the address of the taxing authority.
- 14.-19. **Remittance Information:** Indicate the remitter name and mailing address only if different from above.
20. **Tax Type:** Indicate the type of tax (i.e., RE = Real Estate) using the codes below.

Tax Type Codes

AG	Agriculture Tax	PA	Parish Tax
BD	Bond Tax	PL	Pilot Tax
BO	Borough Tax	PP	Personal Property
CA	Central Appraisal Ag	RD	Road Tax
CC	Central Coll. Agency	RE	Real Estate/Property
CI	City Tax	S1	Subdiv Maint/Escrow
CM	Combined Tax	S2	Subdiv Maint/Non-Esc
CO	County Tax	SA	Special Assessment
CS	City and School Dist	SH	School Tax
EX	Excise Tax	SR	Shelter Rent Tax
GR	Ground Rent Tax	SW	Solid Waste Tax
GV	Government Tax	TO	Town Tax
IR	Irrigation District	UT	Utility District Tax
JC	Jr College Sch Dist	VI	Village (Incorp) Tax
LI	Loan Improvement	WF	Waste Fee District
MH	Mobile Home	WM	Water Meters
MN	Minerals Tax	WS	Water and Sewer
MS	Miscellaneous Tax	XX	Exempt from taxes
OT	Other Tax		

- 21.-22. **From Period/To Period:** Actual period covered by a payment. This may be a calendar year or fiscal year or a part thereof.
23. **Due Date:** Date that the tax payment is due.
24. **Penalty Date:** Last payment date on which payment may be rendered without penalty.
- 25.-27. **Discount Dates:** Indicates up to three discount dates which may be allowed for early payment. Please indicate discount date if available.
28. **Tax Year:** Year relating to the from period/to period dates which together show a taxing authority's billing cycle.
- 29.-32. **Preparer's Signature:** Enter legible signature, title, phone number, and date signed.
- 33.-36. **Reviewer's Signature:** Enter legible signature, title, phone number, and date signed.
- 37.-40. **Approver's Signature:** Enter legible signature, title, phone number, of the Director, Single Family Division or designee and date signed.

If the taxing authority has the capability to accept an automated interface for requesting bills or payment, please provide the specifications. Please provide the format the taxing authority requires for the tax bills requested.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS OR QUOTERS

2452.203-71 CERTIFICATION REGARDING FEDERAL EMPLOYMENT. (DEC 1992)

By assuming an offer, the offeror hereby certifies that it is not owned or substantially owned or controlled by one or more Federal employees.

2452.209-71 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION. (APR 1984)

The bidder or offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed government contract and the bidder or offeror's organizational, financial, contractual or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the offeror; or
- (b) Impair the offeror's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I Hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to Offer(s) or Bidder(s) possible performance of this procurement.

2452.226-70 CERTIFICATION OF STATUS AS A MINORITY BUSINESS ENTERPRISE (AUG 1995)

Bidder, Offeror or Supplier certifies that he/she [] is, [] is not, (check one), a minority business enterprise which is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

- [] Check the box applicable to you)
- [] Black Americans
- [] Hispanic Americans
- [] Native Americans
- [] Asian Pacific Americans
- [] Asian Indian Americans

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES (AS 1902 MAR 97)

In accordance with FAR 52.203-11, above:

< > An SF-LLL, Disclosure of Lobbying Activities, is not required.

< > An SF-LLL, Disclosure of Lobbying Activities, is required and has been submitted as an attachment to Section K.

<Offeror/Bidder check applicable statement>

NOTE: IF THE BIDDER/OFFEROR IS REQUIRED TO COMPLETE AN SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES, THE FORM MAY BE OBTAINED FROM THE CONTRACTING OFFICER OR CONTRACT SPECIALIST IDENTIFIED IN THE SOLICITATION.

52.204-3 TAXPAYER IDENTIFICATION. (MAR 1994)

(a) Definitions. "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

___ TIN: _____.
___ TIN has been applied for.
___ TIN is not required because:
___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
___ Offeror is an agency or instrumentality of a foreign government;
___ Offeror is an agency or instrumentality of a Federal, state or local government;
___ Other. State basis. _____

(d) Corporate Status.

___ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
___ Other corporate entity;
___ Not a corporate entity;
___ Sole proprietorship
___ Partnership
___ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
___ Name and TIN of common parent:
Name _____
TIN _____

CIN NUMBER (AS 1909 MAR 97)

THE OFFEROR SHALL SUPPLY ITS CONTRACTOR IDENTIFICATION NUMBER (CIN) WHICH IS THE SAME AS ITS DUNS NUMBER APPLICABLE TO ITS NAME AND ADDRESS. THE NUMBER IS TO BE INSERTED IN THE BLANK BELOW. OFFERORS SHOULD TAKE CARE TO REPORT THE CORRECT CIN AND NOT A SIMILAR NUMBER ASSIGNED TO THE OFFEROR IN A DIFFERENT SYSTEM, SUCH AS TAXPAYER IDENTIFICATION NUMBER (TIN), WHICH IS REQUIRED ELSEWHERE IN THIS SECTION K. IF THE OFFEROR DOES NOT HAVE A CIN NUMBER, ONE MUST BE OBTAINED FROM DUN AND BRADSTREET BY CALLING A TOLL-FREE NUMBER. THE PROCEDURE FOR GETTING A CIN AND THE INFORMATION THE OFFEROR MUST PROVIDE TO DUN AND BRADSTREET WHEN CALLING ARE SET FORTH IN FAR 52.204-6 IN THIS SOLICITATION.

INSERT CONTRACTOR IDENTIFICATION NUMBER HERE: _____
(CIN OF OFFEROR)

52.204-6 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (DEC 1996)

(a) Contractor Identification Number, as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (MAR 1996)

(a) The Offeror certifies:

(1) to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals:

(A) ()Are, ()are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) ()Have, ()have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, tax evasion, or receiving stolen property; and

(C) ()Are, ()are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror ()has, ()has not, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-6 TYPE OF BUSINESS ORGANIZATION. (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that -

(a) It operates as ___ a corporation incorporated under the laws of the State of _____, ___ an individual, ___ a partnership, ___ a nonprofit organization, or ___ a joint venture; or

(b) If the offeror or quoter is a foreign entity, it operates as ___ an individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation, registered for business in _____ (country).

52.215-11 AUTHORIZED NEGOTIATORS. (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: _____

(list names, titles, and telephone numbers of the authorized negotiators).

52.215-20 PLACE OF PERFORMANCE. (APR 1984)

(a) The offeror or quoter, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.

(b) If the offeror or quoter checks intends in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and address of Owner
and Operator of the Plant or
Facility if Other than
Offeror or Quoter

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (JAN 1997)

(a) (1) The standard industrial classification (SIC) code for this acquisition is 6531.

(2) The small business size standard is \$1.5 million in average annual sales or receipts for the preceding three (3) years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ()is, ()is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ()is, ()is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ()is, ()is not a women-owned small business concern.

(c) Definitions. Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (APR 1984)

The offeror represents that -

(a) It ()has, ()has not participated in a previous contract or

subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ()has, ()has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The offeror represents that (a) it ()has developed and has on file, ()has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ()has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-1 CLEAN AIR AND WATER CERTIFICATION. (APR 1984)

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract ()is, ()is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

SIGNATURE BLOCK.

By signature below, the bidder/offeror certifies that all Representations and Certifications contained in the solicitation are complete and accurate as required; is aware that award of any contract to the bidder/offeror shall be considered to have incorporated the applicable representations and certifications by reference in accordance with FAR 14.201-1(c) or 15.406-1(b), and is aware of the penalties described in 18 U.S.C. Section 1001 and the Program Fraud and Civil Remedies Act of 1986 (31 U.S.C. 3801 - 3812) for making false statements in bids/proposals.

Signature

Typed Name

Title

Date

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR QUOTERS**2452.215-70 PROPOSAL CONTENT. (OCT 1995)**

(a) Proposals shall be submitted in two parts as described in paragraphs (b) and (c) below. Each of the parts must be complete in itself so that evaluation of each part may be conducted independently, and so the technical and management part may be evaluated strictly on its own merit. Proposals shall be submitted in the format, if any, prescribed elsewhere in this solicitation. Proposals shall be enclosed in sealed packaging and addressed to the office specified in the solicitation. The offeror's name and address, the solicitation number and the date and time specified in the solicitation for proposal submission must appear in writing on the outside of the package.

If any amendments to this solicitation are issued, a signed copy of each amendment must be submitted as part of Part II or acknowledgment of each amendment must be made on the SF-33, block 14.

(b) Proposals shall be submitted in original and three (3) copies of Part I and an original and one (1) copy of Part II.

(c) **PART I - TECHNICAL AND MANAGEMENT:**

NOTE: The evaluation of an offeror's proposal, and the resultant rating, will be based on the information and documentation submitted under the following factors. Since HUD intends to award without discussions, if a proposal does not fully describe an offeror's related experience, or if the requested information/documentation is not provided, the proposal will not receive a rating high enough to receive further consideration.

If it is later determined by the Contracting Officer that discussions are necessary, any proposal that is not within the competitive range will be eliminated from discussions.

FACTOR 1. PRIOR EXPERIENCE: The offeror shall provide evidence of the offeror's experience in performing the work and providing the deliverables required by the solicitation within the geographic area(s). Proposal shall fully describe all relevant experience over the past five years (including total number of years of experience) for each of the subfactors listed below. (If your experience is not the same as the work outlined in the solicitation, or if it is not within the geographic area(s) for which you are submitting an offeror, your proposal must demonstrate, to the satisfaction of HUD, that your experience relates directly to the duties required by this solicitation.)

SUBFACTOR 1-A - Property Management: Describe your experience in the management of properties the same as, or substantially similar to, the type of inventory covered by the solicitation, within the geographic area(s). Include a description of work currently in progress, with a list of properties currently managed, by type (i.e. single or multifamily; residential or commercial; etc.), and state for whom you manage the properties. State the number of years of property management experience and the number and type of properties managed for each of the past five years, including a list reflecting the locations of the properties managed over the past 5 years.

SUBFACTOR 1-B - Rental Management: Describe your experience in the management of rental properties within the geographic area(s), including collecting current/past due rents and establishing fair market rents. Describe your experience with evictions, tenant rights, health, safety and maintenance issues, etc., that would demonstrate a knowledge (gained through such experience) of landlord-tenant laws covering the geographic area(s).

SUBFACTOR 1-C - Marketing: Describe your experience in the marketing and sale of single family properties in the geographic area(s) and provide recommendations for resolving specific marketing problems encountered within the geographic area(s). (An established knowledge of the local housing market covered by this solicitation is crucial).

SUBFACTOR 1-D - Procurement & Inspections: Describe your experience (including number of years) in inspecting single family properties for necessary repairs; preparing statements of work and specifications; estimating repair costs; soliciting bids; determining price reasonableness; overseeing work in progress; inspecting work to ensure satisfactory completion; etc., within the geographic area(s). Your experience description must reflect your knowledge of local housing codes and local contractors gained through such experience.

SUBFACTOR 1-E - Repair Inspection/Specifications: Each offeror is required to visit one of the properties listed below for the purpose of performing an inspection in order to prepare and submit a complete repair specification containing at least 8 different repair items found in the chosen property. (Specifications for the repair of 8 items related to the repair of a roof does not constitute different items.) The specification must be detailed and contain information sufficient for a repair contractor to complete a competitive bid. You may select any one of the following properties for the inspection:

- | | | |
|----|---|--|
| 1. | 562 Coates Street
Coatsville, PA | FHA# 441-253457
(Chester/Montgomery Cos.) |
| 2. | 2067 (aka 2399) Leithsville Rd.
Hellertown, PA | FHA# 441-444629
(Lehigh/Northampton Cos.) |
| 3. | 557 E. Winona Avenue
Norwood, PA | FHA# 441-277798
(Delaware Co.) |
| 4. | 6 E. Manor Avenue
Enola, PA | FHA# 441-398345
(Dauphin/Cumberland Cos.) |
| 5. | 137 W. Gay Street
Redlion, PA | FHA# 441-412589
(York Co.) |

Arrangements for the required inspection are to be made by calling Geraldine Suarez, Single Family Real Estate Owned Branch, Pennsylvania State Office, at (215)656-0509, extension 3470.

FACTOR 2. PAST PERFORMANCE: The offeror shall provide evidence of past performance in accomplishing work (including meeting delivery dates and schedules) the same as, or substantially similar to, that required by the solicitation within the geographic area(s). Proposal shall include a complete list (with points of contact, mailing addresses and telephone numbers) of: (1) all Government contracts performed within the last three years by the offeror, principal officers and affiliates of the offeror; and (2) all private sector references for whom you provided services the same as, or substantially similar to, those outlined in the solicitation, during the past three years. The Government reserves the right to obtain any information from any source so named, and from any source not named in the proposal, to verify the offeror's experience and performance.

FACTOR 3. STAFFING PLAN/QUALIFICATIONS: The offeror's proposal shall contain a staffing plan reflecting current/proposed staff, including names of Key Personnel, position titles, number of hours to be dedicated under the contract and the number of hours committed to other contracts or normal office workload. Describe how the staffing plan will meet all of the requirements outlined in the solicitation in terms of numbers and skill levels. Provide position descriptions, resumes and other documentation to support the qualifications of (including relevant experience, specialized training and education) all proposed Key Personnel. Resumes shall reflect all periods of employment covering the last five years, including names, addresses and telephone numbers of previous employers. The term "personnel" shall include any proposed consultants and subcontractor employees who will perform duties of Key Personnel. Provide evidence of staff capacity and ability to handle the number of properties anticipated by this solicitation, within the time frames specified, including knowledge of state and local statutes and laws applicable to the management of single family properties and rental properties within the geographic area(s). Provide copies of certificates, memberships, designations, etc., related to housing management, held by all Key Personnel. Provide a copy of a current Pennsylvania Real Estate license for the offeror OR provide an explanation outlining the ability of the offeror Personnel to obtain such a license prior to contract award.

FACTOR 4. OFFICE LOCATION/EQUIPMENT: The offeror's proposal must demonstrate the existence of a fully staffed and equipped office located within the geographic area(s) that is determined to provide convenient service to HUD's clients. If you do not currently have an established office in the geographic area(s), you must demonstrate the ability to establish, staff and equip such an office within a very short timeframe in order to perform under the contract. Describe how you plan to provide convenient service throughout the geographic area(s). Describe existing/proposed office equipment that would meet the requirements of the solicitation. The office must be adequately staffed and equipped to provide daily service between 9:00 AM and 5:00 PM, Monday through Friday, with the exception of Federal holidays. **(An answering machine, answering service or use of a pager DOES NOT meet the office requirements.)**

FACTOR 5. MANAGEMENT PLAN: Provide a Management Plan which demonstrates your understanding of the Statement of Work and the ability to implement the duties and responsibilities outlined therein upon contract award. Describe how contract requirements will be carried out (i.e. how response times will be met, including

emergency or special situations requiring immediate attention), how current and accurate sales information, property status and/or information about current inventory will be provided to HUD and its clients when requested. Describe how properties will be expeditiously prepared for sale in a manner that will ensure they are competitive within the geographic area(s).

(d) **PART II -- BUSINESS PROPOSAL:**

1. The offeror shall complete and submit the Compensation Schedule found in Section B of this solicitation.
2. The offeror shall complete and submit clause 2452.237-70, Key Personnel, found in Section I.
3. The offeror shall complete the Representations and Certifications provided in Section K of this solicitation and include them in this Part II.
4. The offeror shall provide financial statements to support the offeror's financial capability.

OTHER INFORMATION ON WHICH TO BASE COST/PRICE PROPOSAL

(a) The inventory list provided in this solicitation is expected to change by the time of contract award. It is anticipated that the listing provided to the contractor on the effective date of award will contain approximately:

	<u>HUD-Owned</u>	<u>Vacant Lots</u>	<u>Custodial</u>	<u>Rental</u>
1. Delaware Co.	65	0	12	0
2. Montgomery/Chester Cos.	38	0	3	0
3. Lehigh/Northampton Cos.	42	0	8	0
4. Dauphin/Cumberland Cos.	9	0	0	0
5. York Co.	17	0	2	0

(b) For each contract area, the following chart reflects the estimated number of....:

	<u>AREA 1</u>	<u>AREA 2</u>	<u>AREA 3</u>	<u>AREA 4</u>	<u>AREA 5</u>
1. ...months that an average HUD-owned property will remain in inventory:	6	6	6	6	6
2. ...properties that will close during an average month:	12	9	12	3	3
3. ...properties which are owned by HUD that will be assigned to the Contractor during an average month:	17	15	17	4	4
4. ...properties which are in HUD's custody that will be assigned to the					

Contractor during an average month: 0 0 0 0 0

5. ...properties which are vacant lots that will be assigned to the Contractor during an average month (vacant lots account for a negligible amount of contract activity): 0 0 0 0 0

6. ...properties which are rental properties that will be assigned to the Contractor during an average month: 0 0 0 0 0

NOTE: The estimated quantities cited above have been developed solely for informational purposes and shall not be binding on the Government. Payment for services will be made at the unit prices specified for actual quantities ordered.

2452.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST NOTIFICATION. (FEB 1987)

(a) It is the Department of Housing and Urban Development's policy to avoid situations which place an offeror in a position where its judgment may be biased because of any past, present, or currently planned interest, financial or otherwise, that the offeror may have which relates to the work to be performed pursuant to this solicitation or where the offeror's performance of such work may provide it with an unfair competitive advantage.

(b) Offerors shall provide a statement which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to:

(1) being able to render impartial, technical sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how the structure or system would avoid or mitigate such organizational conflict. (Offerors should refer to FAR Subpart 9.5 and HUDAR Subpart 2409.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest).

(c) In the absence of any relevant interests referred to above, offerors shall complete the certification at 2452.209-71, Organizational Conflicts of Interest Certification.

(d) No award shall be made until the disclosure or certification has been evaluated by the Contracting Officer. Failure to provide the disclosure or certification will be deemed to be a minor infraction and the offeror will be permitted to correct the omission within a time frame established by the Contracting Officer.

(e) Refusal to provide the disclosure or certification and any additional information as required, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the offeror.

(f) If the Contracting Officer determines that a potential conflict exists, the selected offeror shall not receive an award unless the conflict can be avoided

or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available:

52.215-5	SOLICITATION DEFINITIONS	JUL 1987
52.215-8	AMENDMENTS TO SOLICITATIONS	DEC 1989
52.215-9	SUBMISSION OF OFFERS	FEB 1997
52.215-12	RESTRICTION ON DISCLOSURE AND USE OF DATA	APR 1984
52.215-13	PREPARATION OF OFFERS	APR 1984
52.215-14	EXPLANATION TO PROSPECTIVE OFFERORS	APR 1984
52.215-15	FAILURE TO SUBMIT OFFER	JUL 1995
52.215-16	CONTRACT AWARD -- Altenate II	OCT 1995
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	APR 1984

52.215-7 UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS. (APR 1984)

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's or quoter's lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

52.215-10 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS (FEB 1997)

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and -

(1) it was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(3) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(4) It was transmitted through an electronic commerce method authorized by the solicitation and was received by the Government not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(5) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(6) It is the only proposal received.

(b) Any modification of a proposal or quotation, including a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1) through (a)(5) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(d) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(e) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(g) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals". Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(h) If an emergency or unanticipated event interrupts normal Government processes so that technical proposals cannot be received at the office designated for receipt of technical proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of technical proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a firm fixed price, indefinite quantity contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Maureen Musilli, Contracting Officer
Philadelphia Contracting Operations Branch
U.S. Dept. of Housing & Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3380

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

SECTION M - EVALUATION FACTORS FOR AWARD

SOURCE SELECTION WITHOUT DISCUSSIONS: The Government intends to evaluate proposals and award a contract without discussions with offerors (except communications conducted for the purpose of minor clarifications). However, the Government reserves the right to conduct oral and/or written discussions with all offerors in the competitive range, if later determined by the Contracting Officer to be necessary. If it is determined that such discussions become necessary, best and final offers (BAFO's) will be obtained at the conclusion of those discussions from those offerors in the competitive range and award will be made subsequent to the receipt of BAFO's.

RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

(a) The Government will make an award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government (i.e., that which represents the best value to the Government), cost or price and other factors considered. The combined relative merit of the technical evaluation factors listed below will be more significant than cost or price in the selection of the contractor. While the cost or price factor has no numerical weight, it is a criterion in the overall evaluation of proposals. Furthermore, the proposed cost or price must be considered reasonable and must reflect the proposed technical approach.

(b) The Government may award a contract to other than the lowest priced offer. In the event that two or more offers are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most advantageous to the Government.

PART 1 - TECHNICAL AND MANAGEMENT PROPOSAL EVALUATION CRITERIA: This evaluation shall be based upon the information and documentation provided in the proposal submitted and that obtained from other sources (e.g., references, former clients, etc.). The offeror must demonstrate his/her: understanding of the requirements as set forth in the solicitation, in particular Section C, Specifications/Work Statement; technical capability; and satisfactory prior performance.

Evaluation Factors:

- | | |
|---|--------------------------|
| 1. Prior Experience: | TOTAL MAXIMUM POINTS: 40 |
| A. Property Management (10 points) | |
| B. Rental Management (5 points) | |
| C. Marketing (10 points) | |
| D. Procurement & Inspections (5 points) | |
| E. Repair Inspection/Specifications (10 points) | |
| 2. Past Performance: | TOTAL MAXIMUM POINTS: 20 |
| 3. Staffing Plan/Qualifications: | TOTAL MAXIMUM POINTS: 15 |
| 4. Office Location/Equipment: | TOTAL MAXIMUM POINTS: 15 |
| 5. Management Plan | TOTAL MAXIMUM POINTS: 10 |

PART II - BUSINESS PROPOSAL EVALUATION: The Government will evaluate proposed prices by multiplying the unit price for each contract performance period by the estimated number of properties for the respective period. The estimated total price of each period will be added together to obtain a total evaluated price. Offerors are advised that the estimated number of properties will be used only for the purpose of evaluating proposals. This estimate does not necessarily reflect HUD's actual needs nor guarantee any ordering by HUD beyond the minimum quantity established in Section B under any resultant contract.

The following clauses are incorporated by reference:

52.215-34	EVALUATION OF OFFERS FOR MULTIPLE AWARDS	MAR 1990
52.217-5	EVALUATION OF OPTIONS	JUL 1990